

**SCIOTO COUNTY COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION**

JUDGE JERRY L. BUCKLER

MAGISTRATE ROBERT M. JOHNSON



Rules of Court

(Cite as: Scioto D.R. Rule ____)

Effective Date: JUNE 1, 2021

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**RULES OF PRACTICE AND PROCEDURE
OF THE
COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
SCIOTO COUNTY, OHIO**

ARTICLE 1: PLEADINGS AND GENERAL PROVISIONS

RULE 1.01 ADOPTION, SCOPE AND CONSTRUCTION OF RULES.

- (A) The Domestic Relations Division of the Court of Common Pleas for Scioto County, Ohio adopts the following Rules for the management of proceedings and other functions of the Court pursuant to Rule 9 of the Rules of Superintendence of the Common Pleas Courts. The Court may amend these Rules from time to time as needed or as required by law.
- (B) These Rules are intended to supplement and complement the Ohio Rules of Civil Procedure, the Superintendence Rules of the Supreme Court of Ohio, and other controlling statutes.
- (C) These Rules shall be applied, construed and enforced so as to avoid inconsistency with other rules of Court and statutes governing proceedings of this Court. In their application, they shall be construed so as to provide fairness and to secure just, expeditious and cost-effective determination of all proceedings. They shall apply to proceedings pending at the time they take effect.
- (D) These Rules shall be cited as "Scioto D.R. Rule ____".
- (E) These Rules shall be effective August 1, 2013 and supersede all previous local rules promulgated by, or applying to this Court.

RULE 1.02 COMPLIANCE WITH OHIO RULES OF CIVIL PROCEDURE, STATUTORY REQUIREMENTS AND LOCAL RULES; MANDATORY CONTENT AND STYLE OF PLEADINGS.

- (A) All pleadings shall comply in form and content with the Ohio Rules of Civil Procedure, requirements of the Ohio Revised Code, and Local Rules of the Scioto County Domestic Relations Court.
- (B) All pleadings shall contain the names, current addresses, and dates of birth of all parties involved in the matter. Pleadings shall also contain the telephone number of any party who is not represented by counsel. All pleadings and forms required by the Court shall be typewritten or printed legibly in one-side only format, unless otherwise required by Rule, Statute, or other Order of the Court.

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- (C) Failure to comply with the local rules is not a basis for extension of any time requirements mandated by local rule, state law or rules of procedure.

RULE 1.03 JURISDICTION OF COURT (REVISED CODE §2301.03(X))

The Scioto County Court of Common Pleas, Domestic Relations Division was created by the Ohio Legislature and derives its grant of jurisdiction from Ohio Revised Code §2301.03(X). Pursuant to Ohio Revised Code §2301.03(X), except in cases that for some special reason are assigned to another Judge of the Court of Common Pleas, the Domestic Relations Court maintains jurisdiction over the following:

- Divorce, dissolution, legal separation and annulment cases.
- All cases arising under Ohio Revised Code Chapter 3111, otherwise known as determination of parentage.
- All proceedings involving child support.
- The allocation of parental rights and responsibilities for the care of children and the designation for the children of a place or residence and legal custodian.
- Visitation and Parenting Time.
- All post-decree proceedings and matters arising from those cases listed herein.

RULE 1.04 ATTORNEY REQUIREMENTS

- (A) All attorneys practicing in the Domestic Relations Court must be admitted to the practice of law and registered with the Ohio Supreme Court. An attorney may be required to present his or her registration card to a Judge or Magistrate.
- (B) This Court may permit any attorney, currently in good standing, who is admitted to practice in the Courts of a foreign state, to appear *pro hac vice* and file pleadings, memoranda, briefs, or other documents or participate in hearings before this Court.
- (C) Admission *pro hac vice* will be allowed only on motion of an attorney admitted to practice in Ohio and registered with the Ohio Supreme Court for active status. Appearance *pro hac vice* is governed by Sup. R. 6.01 and Rule XII of the Rules of the Government of the Bar and all requests for admission in this Court shall comply with those provisions. Said Motion, in compliance with Gov. Bar R. XII §2(A)(6) shall briefly and succinctly state the qualifications of the attorney seeking admission. It shall be filed with the first pleading or brief in which the attorney seeks to participate, or at least fifteen (15) days prior to hearing. This Court may withdraw admission *pro hac vice* at any time.

- (D) Nothing in these Rules shall be construed so as to prevent a party or parties from representing themselves.

RULE 1.05 COURT APPEARANCE, PREPARATION, DEMEANOR AND SUPERVISION OF CHILDREN

- (A) **Nonappearance.** If a party seeking relief fails to appear on the scheduled trial or hearing date, either in person or by counsel, the Court may dismiss that party's claims for want of prosecution. If an opposing party was properly served and fails to appear for trial, either in person or by counsel, the Court may allow the party seeking relief to proceed on an uncontested basis.
- (B) **Nonappearance in Show Cause Actions.** In show cause actions, if an opposing party was properly served, subject to an Order to Appear and fails to appear for trial, the Court may issue an attachment for the arrest of the opposing party, and continue the hearing until the opposing party appears before the Court. Upon the opposing party's appearance the Court may, in addition to any other contempt matters addressed, hold a hearing on the failure to appear pursuant to the show cause order, and impose separate sanctions for the failure to appear.
- (C) **Unprepared for Trial or Hearing.** Failure of a party or counsel to be prepared or to proceed with a pretrial conference, trial, or other hearing may result in the dismissal of that party's claims, a default proceeding against that party, and/or other sanctions.
- (D) **Trial Demeanor.** All parties, counsel, and witnesses appearing before any Judge or Magistrate of this Court shall be appropriately dressed and shall maintain demeanor appropriate to Court proceedings.
- (E) **Supervision of Children.** In the event that children must be brought to Court, adequate supervision must be provided for them by the parents. The Court cannot, and will not be responsible for the care of children during their parent/Guardian's hearing.

RULE 1.06 COURT COSTS

- (A) The Clerk of Courts shall not accept a domestic relations action for filing unless it is accompanied by a filing fee as established by the Court, or a Poverty Affidavit Form 12 duly sworn to before the Clerk of Courts, or other authorized Deputy Clerk, stating an inability to prepay Court costs.
- (B) If, during the course of the proceedings, the Court learns that a party who filed an affidavit of inability to prepay Court costs is able to pay the costs, the Court may order that party to pay the Court costs within a reasonable period of time.
- (C) Absent special circumstances, the Court will not sign final decrees until all costs have been either waived, or assessed. In the event a decree is filed without an assessment of costs, all costs shall be paid by the Plaintiff.

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- (D) Persons who subpoena more than two witnesses shall post security for the cost of witness fees plus mileage for all witnesses subpoenaed.
- (E) Persons who move for the appointment of a *Guardian ad Litem* shall deposit \$800.00 with the Clerk of Courts as security for the payment of guardian fees. Thereafter, each party required to pay said deposit shall provide the Court a copy of the Deposit Receipt within seven (7) days. This rule shall be read in conjunction with Rule 3.07.

RULE 1.07 NUMBER OF COPIES REQUIRED

When submitting documents to the Clerk of Courts for filing, a minimum of four (4) copies of all pleadings must be submitted in addition to the original. If any attorney or party wants file-stamped copies of any pleading or filing, he/she must attach sufficient additional copies at the time of filing.

RULE 1.08 COPY TO THE COURT

In addition to all copies of pleadings filed with the Clerk of Courts one copy of all pleadings must be submitted to the Court at the time of filing.

RULE 1.09 ELECTRONIC TRANSMISSION FILING

RESERVED.

RULE 1.10 CONTINUANCES

- (A) No continuance of any matter shall be granted without the filing of an appropriate Motion in compliance with these rules.
- (B) All motions for a continuance should be filed at least seven (7) days prior to a hearing, unless a legitimate emergency arises facilitating the need to request a continuance on less than seven (7) days' notice.
- (C) All Motions for a Continuance shall concisely state the reason for the request, the number of continuances previously granted in the matter currently pending, and shall state whether the opposing party or attorney objects to the continuance. This requirement includes Pro Se litigants. Motions shall contain a certificate of service indicating that the party requesting the continuance has received a copy of the motion and has served the other party.
- (D) If a hearing in another Court is the primary reason for the request appropriate documentation (i.e., copies of hearing notices) must be attached.
- (E) If medical necessity is the primary reason for the request, appropriate documentation from a medical provider must be attached.

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- (F) If the opposing party or attorney does not object, the motion and entry shall be submitted to the Judge or Magistrate assigned to the case for approval. It is the sole responsibility of the moving party to determine if the continuance is granted or not.
- (G) No hearing shall be continued except by signed entry of the assigned Judge or Magistrate. If such an entry has not been signed and neither party appears for a scheduled hearing, the Court may dismiss.
- (H) NOTICE: NO CONTINUANCE SHALL BE CONSIDERED GRANTED BY SIMPLE VIRTUE OF THE FACT THAT THE PARTIES, OR THEIR ATTORNEYS, ARE IN AGREEMENT THAT THE MATTER BE CONTINUED. THE FINAL AUTHORITY FOR APPROVAL OF ALL CONTINUANCES RESTS WITH THE COURT.

RULE 1.11 HEARING REQUESTS

- (A) All parties, or their attorneys, must file a Request for Hearing in substantial compliance with the Scioto County Hearing Request Form Number 1 in order to facilitate scheduling of any matter which requires a hearing before the Court. Filing a request for hearing is the sole responsibility of the moving party, or their attorney. No hearings will be scheduled without submission of a proper Hearing Request Form.
- (B) All Hearing Request Forms are to be submitted to the Court's Assignment Commissioners, including four (4) copies, along with a copy of the accompanying pleading, along with any other necessary paperwork, which is to be scheduled for hearing. The Assignment Commissioners will process the paperwork, complete the Hearing Request Form by scheduling the requested hearing and the Hearing Request Form will be filed with the Clerk of Courts by the Court.
- (C) All Hearing Request Forms must fully list all parties, attorneys and Guardian *d Litem*, if one has been appointed, along with complete addresses and phone numbers.

RULE 1.12 AFFIDAVIT IN COMPLIANCE WITH SECTION 3109.27 OF THE OHIO REVISED CODE

All pleadings and motions requesting a parenting order shall be accompanied by a completed Affidavit in compliance with Ohio Revised Code § 3127.23. (See Form 2, UCCJEA Declaration Under Uniform Child Custody Jurisdiction and Enforcement ACT) The Completed Affidavit shall be signed by the party initiating the pleadings or motions and it shall be notarized.

RULE 1.13 NOTICE OF INTENT TO RELOCATE

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(A) If a parent desires to move, he/she must notify, in writing, all of the following: the other parent, the Domestic Relations Court, and the Scioto County Child Support Enforcement Agency (CSEA). Notice must be sent within the following time frames:

- (1) If relocating within Scioto County - at least thirty (30) days in advance of the move.
 - (2) If relocating outside Scioto County - at least sixty (60) days in advance of the move.
- (B) If either parent believes the move will require a change in the Parenting Time order, it is the responsibility of that parent to file a motion to review the Parenting Time order.
- (C) If a parent believes that the move requires a change in residential parent status, that parent may file a motion for change of residential parent or modification of a shared parenting plan, whichever is appropriate.
- (D) This rule shall be read in conjunction with the provisions of Scioto D.R. Rule 6.0, the Court's Standard Order of Parenting Time. No provision of this rule shall be construed to supersede the provisions of Scioto D.R. Rule 6.0.

RULE 1.14 WITHDRAWAL OF COUNSEL

Attorneys seeking to withdraw from a case shall present a motion and entry to the Judge or Magistrate assigned to the case in accordance with the Code of Professional Responsibility. The motion shall state the reasons for withdrawal and the entry must contain a certificate of service upon both the opposing party and the withdrawing attorney's client.

In the absence of extraordinary circumstances, the Court shall not grant an attorney permission to withdraw within thirty (30) days of a scheduled hearing.

RULE 1.15 COURT-APPOINTED COUNSEL

- (A) When it appears to the Court that a Respondent in a contempt proceeding is indigent and has not waived his, or her right to counsel, the Court shall appoint an attorney to represent the Respondent.
- (B) When it appears to the Court that an appropriate and eligible party in a Parentage action is indigent and has not waived his or her right to counsel, the Court shall appoint an attorney to represent that party.
- (C) A Respondent requesting court-appointed counsel must return a notarized and completed Affidavit of Indigency Form 3 as required by the Ohio Public Defender's Office to the Court for eligibility determination no later than three (3) days prior to any previously scheduled hearing in which the Respondent may be

entitled to representation by counsel. Failure to return a notarized and completed Affidavit of Indigency no later than three (3) days prior to hearing may be considered by the Court as a waiver of counsel unless good cause is shown as to the reason for the delay.

- (D) All counsel appointed by the Court shall be paid for their services by the County as provided herein. Payment for assigned services shall only be made in accordance with the procedures and policies approved and adopted by the County Commissioners pertaining to appointment of counsel for indigent defendants.

RULE 1.16 CHILD SUPPORT CALCULATION FILING REQUIREMENTS

- All original filings for divorce, annulment, legal separation, or dissolution shall be accompanied by a completed child support calculation sheet which substantially complies with the provisions of Ohio Revised Code Section 3119.02 *et seq.*, if there are minor children involved, unless the parties are still living in the same household.
- All motions requesting modification of child support shall also be accompanied by a completed child support calculation sheet reflecting the movant's proposed modified child support obligation.
- All calculation sheets shall be signed by the person who prepared it. All calculation sheets shall also be signed by the party, or parties submitting it and the signatures shall be notarized.
- If both the income of a party and his or her employment is unknown, a statement must be submitted that the information necessary to complete the calculation sheet cannot be obtained by reasonable means.

RULE 1.17 TITLE IV-D APPLICATION

The obligee of a child support order shall complete an Application for Title IV-D Services Form 4 whenever a child support obligation is sought. The IV-D application shall be submitted contemporaneously with the complaint for divorce, answer, answer and counterclaim, complaint for legal separation, or petition for dissolution of marriage. A IV-D application shall also be filed by the obligee with any post-decree child support or health insurance motions. Only one (1) original is required.

RULE 1.18 FINANCIAL DISCLOSURE

(A) Requirements for Initial Pleadings

- (1) The plaintiff shall file a completed Financial Disclosure Form 5 with the complaint for divorce, annulment, or legal separation. This form shall be served upon the defendant along with the complaint.

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- (2) The defendant shall file a completed Financial Disclosure Form 5 with the answer. This form shall be served upon the plaintiff along with the answer.
- (3) Petitioners for Dissolution shall each file a completed Financial Disclosure Form with the Petition for Dissolution and the Separation Agreement.
- (4) The requirements regarding the filing of a Financial Disclosure Form may not be waived by agreement of the parties, but may be waived by leave of Court.
- (5) All Financial Disclosure Forms shall be signed and notarized.

(B) Requirements for Motions

- (1) In all cases in which a Financial Disclosure Form has not been filed or updated within the last six (6) months, the movant shall attach a completed Financial Disclosure Form to all motions which concern spousal support, child support, payment of expenses or any other financial issue. The only exception to this requirement is the filing of a Motion for Contempt for non-payment of support when that is the only issue to be determined.
- (2) The party responding to the motion shall file a completed Financial Disclosure Form at least three (3) days prior to the hearing date.
- (3) All Financial Disclosure Forms shall be signed and notarized.

(C) Character and Effect of Financial Disclosure Form Information

- (1) The information contained in the Financial Disclosure Forms shall be treated as though it was obtained in answer to questions propounded by the Court and shall be subject to cross examination.

RULE 1.19 CONFIDENTIAL FAMILY FILE

- (A) Documents filed in any case containing sensitive personal information shall be kept in a separate Confidential Family File to be maintained by the Clerk of Courts in such manner and in such locations as the Clerk deems appropriate.
- (B) The Confidential Family File shall contain the following items:
 - (1) The parties' DR Form 5 – Financial Disclosure Affidavit and attachments thereto;
 - (2) Tax returns;

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- (3) Reports of psychological, psychiatric, or custody evaluations;
 - (4) Medical reports;
 - (5) Reports of supervised parenting time or supervised parenting time exchanges;
 - (6) Reports of a home study evaluator or *Guardian ad Litem* ;
 - (7) Reports of medical or drug testing;
 - (8) Copy of DR Form 4 - Application for Child Support Services;
 - (9) Letters to the Court from the parties, the child(ren) and/or other individuals;
 - (10) Poverty Affidavit;
 - (11) Qualified Domestic Relations Orders (QDRO) or Division of Property Orders (DOPO);
 - (12) Genetic Testing Results;
 - (13) Vital Statistics Form; and
 - (14) Other items as directed by the Court.
- (C) Parties and/or attorneys are responsible for marking the above pleadings as “CONFIDENTIAL” prior to presenting same to the Clerk for filing.
- (D) Upon motion of any party or upon the Court’s own motion, other documents containing sensitive personal information may be ordered to be kept in the Confidential Family File. If there are documents which are to be filed in the public file containing social security numbers or any other individual identifying information, the same shall be redacted on those documents in the public file.
- (E) The public file shall contain, in place of the document contained in the Confidential Family File, a Notice of Filing prepared by the party or the party’s attorney reflecting the filing of the document maintained in the Confidential Family File and the date thereof (e.g., “Notice is hereby given that on [date of filing] a [name of document] was filed by [person or party filing document], which shall be maintained in the Confidential Family File”).
- (F) Contents of the Confidential Family File may be inspected and reviewed by the parties, an attorney who has entered an appearance in the case, or the county’s CSEA’s counsel or representative only upon request made to the Court. Contents of the Confidential Family File shall be otherwise available for inspection and review only by court personnel, guardians *ad litem* and parenting coordinators in the performance of their required duties or as the Court may direct.

ARTICLE 2: GENERAL PROCEDURES

RULE 2.01 MANDATORY DISCLOSURE

- (C) Within sixty (60) days of the filing of an answer to a Complaint for Divorce each party shall disclose to the other all of the following:
- (1) The identity of all pension, profit sharing, and retirement benefits, including IRA's.
 - (2) All COBRA benefits to which the other party may be entitled.
 - (3) Copies of all real estate deeds and vehicle titles.
 - (4) Copies of the last three (3) years income tax returns.
 - (5) Documentary proof of current income from all sources.
 - (6) Copies of the most recent statements on all bank accounts, mortgages, credit card accounts and other debts.
- (D) Failure to comply with this rule may result in sanctions pursuant to Civil Rule 37, including a contempt citation, dismissal of claims, and restrictions upon the submission of evidence.

RULE 2.02 MUTUAL RESTRAINING ORDER

- (A) In all divorce cases, at the time the initial Complaint is filed, the Court shall issue an order restraining both parties from:
- (1) Threatening, abusing, annoying, or interfering with the other party or the parties' child(ren);
 - (2) Creating or incurring debt (such as a credit card) in the name of the other party or in the parties' joint names or cause a lien or loan to be placed against any of their real or personal property;
 - (3) Selling, disposing of, or dissipating any asset, real or personal property, including without limitation: bank accounts, tax refunds, and money (other than regular income) of either party or a child;
 - (4) Removing household goods and furniture from the marital residence without approval of the Court or other party;
 - (5) Changing or failing to renew the present health, life, home, automobile or other insurance coverage; remove the other party as beneficiary on any life, health, or retirement benefits without further order of this Court;
 - (6) Changing or establishing a new residence for the parties' minor children without the written consent of the other party or permission of the Court;

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- (7) Claiming the children as dependents on any income tax return without approval of the Court or other party.
- (B) The above restraining order shall not prevent the payment of ordinary and necessary business and living expenses. These restraints shall be imposed by the Court's standard Mutual Restraining Order Form 6 which shall be accepted by Plaintiff upon filing the complaint and shall be served upon Defendant along with summons. Upon Plaintiff's filing of a complaint, Plaintiff is deemed to have notice of the Mutual Restraining Order.

RULE 2.03 ADMISSIBILITY OF DOCUMENTS

Objection to the admissibility of any document will be deemed to be waived at any Court hearing under the following circumstances:

- (A) If that document was provided to opposing counsel at least fourteen (14) days before the hearing, and
- (B) The party opposing introduction of the document into evidence has not filed a written objection to the introduction of the document at least seven (7) days before the hearing, setting forth the particular objection raised.

RULE 2.05 EVIDENCE IN SUPPORT OF ATTORNEY'S FEES

- (A) A bill for attorney fees will be deemed fair and reasonable so long as:
 - (1) It is supported by an affidavit from the moving party and his/her attorney. Such affidavit must contain an itemized statement describing:
 - (A) the services rendered;
 - (B) the time for such services;
 - (C) the requested hourly rate for in-Court and out-of-Court time.
 - (2) It is submitted to opposing counsel within seven (7) days after trial and no written objection is filed.
- (B) If no bill, or affidavit for attorney fees is submitted to the Court, then Court in its discretion, may award attorney fees pursuant to Scioto DR Rule 2.08(E).

RULE 2.06 FINAL HEARINGS, EXHIBITS AND WITNESSES

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(A) All hearings on all pending and post-decree matters shall commence promptly on the date assigned. Before the hearing begins, each party shall provide the Court with the following:

- (1) All documents and exhibits intended to be introduced into evidence must be marked for identification and copies provided to opposing counsel fourteen (14) days prior to the day of trial. Plaintiff's exhibits shall be identified with numbers and Defendant's exhibits shall be identified with letters. Counsel for each party shall provide to the Court the day of trial, a typed list of exhibits to be offered.
- (2) If child support or spousal support is an issue, each party shall provide opposing counsel, and the Court, seven (7) days prior to the day of trial, financial income documentation which shall include their complete federal income tax return for the prior year, all W-2 Forms for the previous tax year, paycheck stubs for the previous three (3) months, and bank or other financial statements for the last six (6) months that reflect the balance of any deposits/investments and any interest or dividend income.
- (3) In ALL cases where child support is at issue, each party shall also provide opposing counsel, and the Court, fourteen (14) days prior to the day of trial, a brief statement containing the following information:
 - The party's tax filing status;
 - The party's current marital status;
 - Any itemized deductions, including amounts, which have been, or will be claimed for tax purposes;
 - Types of payroll taxes, if any (including, but not limited to social security, or government pensions)
- (4) If motions regarding payment of, or reimbursement for medical expenses are at issue the movant shall provide opposing counsel copies of all bills in question prior to trial. Further, the Movant shall provide opposing counsel and the Court an itemized and chronological list of all bills for which payment is requested, the name and address of each health care provider, the date of service, the nature of the service provided, and the name and date of birth of the person who received services. Documentation provided shall state all amounts that have been paid by insurance companies, the balances remaining and the amount sought to be reimbursed.
- (5) The names and addresses of prospective lay and expert witnesses shall be provided to opposing counsel or an unrepresented party fourteen (14) days prior to the day of trial. Counsel for each party or an unrepresented party shall provide to the Court the day of trial a typed list of all witnesses expected to be called to testify.

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- (B) Failure to comply with this rule may result in documents and exhibits not being admitted into evidence or witnesses not being permitted to testify.
- (C) The above items shall be prepared in advance. Parties shall provide all copies and exhibit labels. Domestic Relations Court copy machines are not to be used to comply with this rule. The Court may, upon its own motion, impose sanctions for violation of this rule.
- (D) If hospital records are desired from the adverse party, counsel will make a written request upon opposing counsel at least fourteen (14) days prior to trial. If counsel upon whom the demand is made considers the demand unduly onerous or unjust, upon application, the Court may require the expense of procuring the same to be paid all or in part, by the party making the request.
- (E) No physician shall be subpoenaed or called as a witness to testify in any proceedings, either personally or by deposition without prior conference with the attorney calling him concerning the subject of his testimony. Said attorney shall make arrangements for notifying the physician of the approximate time his appearance will be required at a hearing either by telephone or other personal contact.
- (F) Copies of Exhibits to be presented at trial need not and should not be filed with the Clerk of Courts.

RULE 2.07 DECREES AND JUDGMENT ENTRIES; MANDATORY LANGUAGE

(A) General

Decrees and agreed orders shall provide the following:

- (1) Full names of parties;
- (2) Current addresses of parties;
- (3) Dates of birth;
- (4) Identity of employer, payroll address, and pay cycles; [or identity and address of financial institution and account number]; and Health insurance information including medical, dental, and optical coverage.

(B) Copies to the Court for Filing

Sufficient copies to the Court in compliance with Scioto DR Rule 1.07 must be provided for processing and filing.

(C) Child Support Language

CHILD SUPPORT

(1) The following format, or similar language containing substantially similar required information pertaining to the amount to be paid by the Obligor shall be included and properly completed in every Order addressing child support:

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective _____,
20__.

For purposes of this order (*choose one box per line*):

- Plaintiff/Petitioner 1 Defendant/Petitioner 2 is the child support obligor (*pays support*), and
- Plaintiff/Petitioner 1 Defendant/Petitioner 2 is the child support obligee (*receives support*).

The following information is provided in accordance with §3105.72 and §3121.30 of the Ohio Revised Code:

SUPPORT OBLIGEE (*person receiving support*):

Name (First, MI, Last): _____

Social Security Number: xxx-xx-_____
(fill in last four digits)

Date of Birth: _____

SUPPORT OBLIGOR (*person paying support*):

Name (First, MI, Last): _____

Social Security Number: xxx-xx-_____
(fill in last four digits)

Date of Birth: _____

A. Guideline Child Support Amount

The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$_____ per child, per month for _____ (*number*) child(ren), for a total of \$_____ per month. (*Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet*)

B. Overnight Parenting Time Deviation

- Pursuant to Ohio Revised Code §3119.231 there is extended court-ordered parenting time that:

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Exceeds 90 overnights but is not more than 146 overnights (_____ overnights).

A deviation is *not* granted.

The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons: _____

-OR-

Is equal to or exceeds 147 overnights (_____ overnights).

A deviation is granted *not* granted for the following reasons:

Other Deviation Factors (if applicable)

Pursuant to Ohio Revised Code §3119.22, §3119.23 and/or §3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

(Check all that apply)

Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren) _____

Other court ordered payments _____

Extended parenting time or extraordinary costs associated with parenting time including extraordinary travel expenses when exchanging the child(ren) or children _____

Financial resources and the earning ability of the child(ren) _____

Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent _____

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Obligee's income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level _____

Benefits either parent receives from remarriage or sharing living expenses with another person _____

Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents _____

Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing _____

Extraordinary work-related expenses incurred by either parent _____

Standard of living and circumstances of each parent and the standard of living the child would have enjoyed had the marriage continued or had the parents been married _____

Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen _____

The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who are not subject to the support order _____

Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) are emancipated _____

Costs incurred or reasonably anticipated to be incurred by the parents in compliance with court-ordered reunification efforts in child abuse, neglect, or dependency cases _____

Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate provided in Ohio Revised Code §3119.05(O)(1)(d) including extraordinary costs associated with caring for a child(ren) with specified physical, psychological, or education needs _____

Other relevant factors (*specify*): _____

Extraordinary circumstances associated with shared parenting: (*Only if Shared Parenting is ordered - check all that apply*)

Ability of each parent to maintain adequate housing for the child(ren)

Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses

Any other circumstances (*specify*): _____

C. Monthly Child Support Obligation

The child support obligor (*pays support*) shall pay child support in the amount \$_____ per child, per month for _____ (*number*) child(ren), for a total of \$_____ per month, plus 2% processing charge. (*If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.*)

D. Arrearages

Child support arrearages for the minor child(ren) herein payable either by temporary or final order accruing during any period of time when either parent assigned support rights and received or receives benefits from any Department of Job & Family Services for said child(ren) shall survive and continue as an enforceable obligation due the Department of Human Services that provided said benefits, until paid in full.

Any temporary child support arrearage and cash medical support arrearage owed to a party will survive this Judgment Entry.

Any temporary child support arrearage and cash medical support arrearage owed to a party will not survive this Judgment Entry.

Other: _____

E. Method to Secure Support Payment(s)

All support under this order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code or a withdrawal directive issued pursuant to §§3123.24 to 3123.38 of the Ohio Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

The support obligor shall immediately notify the Scioto County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with Ohio Revised Code §3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Pursuant to Ohio Revised Code §3121.45, any payment of money by the child support obligor to the child support obligee that is not made through Ohio Child Support Payment Central or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the Scioto County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.
(Check one of the following three boxes below)

- The support obligor receives income from an income source or has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

INCOME SOURCE: _____

ADDRESS: _____

-OR-

- The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: _____

ADDRESS: _____

If withholding from a financial account, the support obligor shall immediately notify the Scioto County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the Scioto County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

-OR-

- The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the Scioto County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

- The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the Scioto County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the Scioto County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

F. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age 18 unless one of the following circumstances applies:

- The children is/are mentally or physical disabled and is incapable of supporting or maintaining himself or herself.

- The parents have agreed to continue child support beyond the date it would otherwise terminate.

- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of 19 years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of 19, whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: _____

The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability are as follows: _____

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the Scioto County Child Support Enforcement Agency of any reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the Scioto County Child Support Enforcement Agency may be contempt of court.

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. 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 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 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 \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, 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 COVERAGE

- A. Availability of Private Health Insurance Coverage:
(Check one of the following two boxes)

- Private Health Insurance is NOT available for the minor child(ren).
Neither parent has accessible private health insurance available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

Plaintiff/Petitioner 1 and Defendant/Petitioner 2 shall notify the Child Support Enforcement Agency if private health insurance becomes available for the (child)ren at a reasonable cost. If private health insurance coverage for the child(ren) named above becomes available at a reasonable cost to the child support obligee, the child support obligee shall obtain the private health insurance coverage for the child(ren) not later than 30 days after it becomes available, and shall inform the Scioto County Child Support Enforcement Agency (CSEA) when private health insurance coverage for the child(ren) has been obtained.

If private health insurance becomes available to the obligor at a reasonable cost, the obligor shall inform the Child Support Enforcement Agency and may seek a modification of the child support order with respect to the cost of the health insurance coverage.

-OR-

- Private Health Insurance IS available for the minor child(ren).

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Plaintiff/Petitioner 1 has Defendant/Petitioner 2 has Both parents have health insurance available for the minor child(ren).

The available private health insurance for the minor child(ren) is accessible because:
(Check one of the following three boxes)

- Primary care services are within 30 miles of the child(ren)'s residence.
- The Court permits primary care services farther than 30 miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- Primary care services are accessible by public transportation because public transportation is the obligee's only source of transportation.

Reasonableness of cost of private health insurance for the child(ren):

Pursuant to Ohio Revised Code §3119.29(G), for purposes of determining reasonable cost, the cost of health insurance is an amount equal to the difference in cost between self-only and family coverage.
(Check one of the following two sections)

The cost of the private health insurance available to Plaintiff/Petitioner 1 and/or Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. (Line 8 Child Support Computation Worksheet)

-OR-

The cost of the private health insurance available to Plaintiff/Petitioner 1 and/or Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum (Line 8 Child Support Computation Worksheet); and
(Check one of the three sections below):

Both parents agree that Plaintiff/Petitioner 1 Defendant/ Petitioner 2 Both parents shall obtain or maintain private health insurance, the cost of which exceeds the Health Insurance Maximum for that parent.

-OR-

Plaintiff/Petitioner 1 Defendant/Petitioner 2 has requested to obtain or maintain private health insurance, the cost of which exceeds the Health Insurance Maximum for that parent.

-OR-

It is in the best interest of the child(ren) for Plaintiff/Petitioner 1 Defendant/Petitioner 2 to obtain or maintain private health insurance for the children even though the cost of which exceeds that parent's Health Insurance Maximum.

The cost of this private medical insurance will not impose an undue financial burden because: _____

B. Health Insurance Obligor

Plaintiff/Petitioner 1 is Defendant/Petitioner 2 is Both parents are hereby designated as the health insurance obligor(s), and shall secure and maintain private health insurance for the child(ren) and shall hereafter be referred to as the health insurance obligor(s) until further order of Court for the following reasons:
(Check one of the following five boxes)

The child support obligee is rebuttably presumed to be the appropriate parent to provide health insurance coverage for the child(ren).

The child support obligor already has health insurance coverage available for the child(ren) that is reasonable in cost.

The child support obligor already has health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the health insurance obligor and provide coverage.

The child support obligee is a non-parent individual or agency that has no duty to provide medical support.

Both parents wish to be named the health insurance obligor and already have health insurance coverage in place or have health insurance coverage available for the child(ren).

If both parents are maintaining health insurance coverage for the minor child(ren), Plaintiff/Petitioner 1's Defendant/Petitioner 2's health insurance plan shall be considered the primary health insurance plan for the child(ren).

Should health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent of the cancellation.

C. Health Insurance Coverage Requirements (Pursuant to Ohio Revised Code §3119.32)

Within thirty days after the issuance of this support order, the Health Insurance Obligor(s) must designate the child(ren) named in this document as covered dependents under any health insurance policy, contract, or plan for which the Health Insurance Obligor(s) contract(s).

The individual who is designated to be reimbursed for medical expenses for the child(ren) named in this document is:

Name: _____
Address: _____

Within thirty days after the issuance of this order, the Health Insurance Obligor(s) shall provide to the Child Support Enforcement Agency documentation that verifies coverage is being provided as ordered.

The Health Insurance Obligor may be required to pay extraordinary medical expenses for the child(ren).

The Health Insurance Obligor's employer is required to release to the other parent, any person subject to an order issued under Ohio Revised Code §3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the private 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 Ohio Revised Code §3119.32 and any order or notice issued under Ohio Revised Code §3119.32.

Within thirty days of the date of this support order, the Health Insurance Obligor must provide to the other party information regarding benefits, limitations, and exclusions of the coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards.

CASH MEDICAL SUPPORT & CHILDREN'S MEDICAL EXPENSES

A. Liability for Child(ren)'s Medical Care Expenses

Pursuant to Ohio Revised Code §3119.30(A), both parents are liable for the medical care expenses of the child(ren) who is/are not covered by private health insurance.

Cash medical support is an amount paid in a child support order toward the ordinary medical expenses incurred during a calendar year. Ordinary medical expenses include copayments and deductibles, and uninsured medical-related costs.

Extraordinary medical expenses are any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all medical records of the child(ren) as provided by law, or as otherwise limited in this document.

The term "medical expense" or "medical records" shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a medical bill, and/or an Explanation of Benefits (EOB), or who incurs a medical expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within 30 days of the date on the bill or EOB, or a receipt,

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absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in section D below.

B. Guideline Cash Medical Support Obligation

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$_____. (*Line 23a Child Support Computation Worksheet*)

The Obligor's (*pays support*) guideline **annual** cash medical support obligation is \$_____. (*Line 23b Child Support Computation Worksheet*)

The Obligee's (*receives support*) guideline **annual** cash medical support obligation is \$_____ (*Line 23b Child Support Computation Worksheet*)

The Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (*if applicable*)

Pursuant to Ohio Revised Code §3119.22, §3119.23 and/or §3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

The same reasons referenced in this document regarding the child support deviation.

-OR-

D. Cash Medical Support Obligation and Division of Child(ren)'s Medical Expenses
(*Check one of the following two boxes*)

The cash medical support obligation is not deviated.
Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____ (*number*) child(ren) for a total of \$_____, per month, plus 2% processing charge. (*Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet*)

Plaintiff/Petitioner 1 shall pay _____% and Defendant/Petitioner 2 shall pay _____% of the extraordinary medical expenses of the child(ren) (those calendar year medical expenses in excess of \$_____, the parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet). (*Line 23a Child Support Computation Worksheet*)

-OR-

- The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____ (*number*) child(ren) for a total of \$_____, per month, plus 2% processing charge. (*Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet*)

Obligee's cash medical support obligation is deviated to \$_____ per month. (*Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet*) Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff/Petitioner 1 shall pay _____% and the Defendant/Petitioner 2 shall pay _____% of the extraordinary medical expenses of the child(ren) (those calendar year medical expenses in excess of \$_____, the total combined **annual** deviated cash medical support obligation for Obligor and Obligee, as determined by the applicable worksheet). (*Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet*)

(D) Spousal Support Language:

Spousal support provisions shall provide the following:

- (1) Monthly amount rounded to nearest dollar;
- (2) Effective date;
- (3) Duration of the obligation;
- (4) Grounds for termination; e.g., death, remarriage;
- (5) Whether continuing jurisdiction is retained and under what conditions;
- (6) If arrearages are present, monthly payment on arrearage;
- (7) Payments may be made through either the local Ohio Department of Jobs and Family Services in person at 710 Court Street, Portsmouth, Ohio 45662, or by mail through the Office of Child Support, Ohio Child Support Payment Central (OCSPC), P.O. Box 182394, Columbus, OH 43218-2394 by cash, certified check, or money order, plus the two percent (2%) processing charge until such time as said amounts are withheld by the withholding notice.
- (8) Exception to spousal support withholding requirement:

- (a) In a case in which spousal support is the only support ordered, the parties may by agreement, with the Court's permission, waive payment of the spousal support through the Ohio Child Support Payment Central (OCSPC), or the local CSEA. The parties must provide an independent record of payments, such as electronic transfers, automatic bank withdrawals or other method approved by the Court.
- (E) **Withholding Notice Language.** Decrees and agreed orders shall provide for the appropriate notice to withhold as required under R.C. 3121.03, 3121.04, and 3121.08 and shall identify the source of the withholding.
- (F) **Mandatory Support Order Language including Cash Medical Support and Health Care Provisions.**

NOTICE TO PARTIES

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 Chapter 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to Sections 3123.24 to 3123.28 of the Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119, 3121, 3123, of the Revised Code.

IT IS FURTHER ORDERED that obligor is restrained from making said payments directly to the obligee and the obligee is enjoined from accepting direct payments from the obligor. Any payments of support not made through the local CSEA, or OCSPC shall be deemed a gift.

IT IS FURTHER ORDERED that obligor and obligee notify the CSEA immediately, in writing, of their current mailing address, current residential address, current residence telephone number and current driver license number. This duty to notify the CSEA immediately of any change in addresses, phone numbers or driver's license numbers shall continue until further notice of the Court.

IT IS FURTHER ORDERED that the obligor shall notify the CSEA immediately, in writing, of any change in employment status or employer. This duty to notify the CSEA immediately shall continue until further notice of the Court, and a failure to provide such notification may make the obligor liable for retroactive support that would have been ordered.

IT IS FURTHER ORDERED that the obligor and obligee shall notify the CSEA immediately, in writing of any change in the status of the minor children of the parties which would terminate the duty of obligor to pay child support.

IT IS FURTHER ORDERED that the obligor and obligee shall notify the other party immediately, in writing, of any change in status which would affect child support and/or spousal support.

IT IS FURTHER ORDERED that if the obligee is to receive spousal support from the

obligor, the obligee shall notify the CSEA immediately, in writing, of remarriage if the remarriage would terminate the obligation to pay spousal support.

IT IS FURTHER ORDERED pursuant to R.C. §3119.32(E) that the employer of the person required to obtain private 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 on written request any necessary information on the private 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 this section and any order or notice issued under this section.

IT IS FURTHER ORDERED if the person required to obtain private health care insurance coverage for the children 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 children in private health care insurance coverage provided by the new employer.

IT IS FURTHER ORDERED pursuant to R.C. §3119.32 that upon receipt of notice by the child support enforcement agency that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in section 3119.022 [3119.02.2] or 3119.023 [3119.2.3] of the Revised Code, as applicable. The child support enforcement agency may change the financial obligations of the parties to pay child support in accordance with the terms of the Court or administrative notice to the parties.

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. 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 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 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 \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, 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.

If the person required to obtain health care insurance coverage for the children subject

to this child support order obtains new employment and the health insurance coverage for the children is provided through the previous employer, the agency shall comply with the requirements of 3119.43 to 3119.44 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 children in health care insurance coverage provided by the new employer.

- (G) Parentage.** If the issue of a child's parentage has been raised by either party or the Court, then the decree shall make the appropriate finding of paternity or non-paternity. The decree should identify the child by name and date of birth and should indicate whether the child was born during or prior to the marriage and how parentage has been determined, e.g., genetic testing, agreement, acknowledgment, adoption, or prior marriage. It should also direct the Ohio Department of Health to create a corrected birth record if ordered.
- (H) Court Costs.** Decrees and agreed orders shall designate which party shall pay Court costs. In the event costs are to be shared, percentages are to be identified with each named party. The provision allocating Court costs shall require payment upon filing, unless otherwise provided by the Court, and shall direct payment to the Clerk of Courts.
- (I) Final Appealable Orders.** Any decree or post-decree agreed order shall be denoted as a Final Appealable Order directly beneath signatures as follows:

NOTICE OF FINAL APPEALABLE ORDER

Copies of the foregoing Entry and Order, which may be a final appealable order, were mailed to counsel of record and/or the parties indicated below, on the date indicated below by ordinary mail.

KATHY L. SHUPERT, Clerk of the Common Pleas Court

_____, Deputy Date: _____

1. _____

RULE 2.08 MOTION PRACTICE

(A) Content of Motions

All motions shall identify the Judge or Magistrate who is assigned to the case. All pleadings shall contain the names, addresses and dates of birth of both parties, as well as the phone number of any party not represented by counsel. Motions shall specify which child, or children are at issue.

(B) Motions to Modify

(1) All motions to modify prior orders of the Court shall contain a statement of the order sought to be modified, the nature of the modification sought, and the specific change in circumstances which justifies modification. Motions to modify child support orders shall be accompanied by completed child support calculation sheets according to Scioto D.R. Rule 1.16.

(2) Any party filing a motion to modify child support in a case where administrative review and adjustment proceedings are pending shall serve a copy of the motion on the Scioto County CSEA by ordinary mail.

(C) Motions for Lump Sum Judgment

All motions for lump sum judgment shall contain a statement of the order upon which the motion is based and a statement of the total amount due under the order. If the motion pertains to a child or spousal support order, CSEA records shall be presented at the hearing.

(D) Motions Regarding Health Care Expenses

(1) All motions regarding payment of, or reimbursement for medical expenses shall contain an itemized and chronological list of all bills for which payment is requested, the name and address of each health care provider, the date of service, the nature of the service provided, and the name and date of birth of the person who received services. The motion shall state all amounts that have been paid by insurance companies, the balances remaining and the amount sought to be reimbursed. Payment Explanation of Medical Expenses Form 7 shall be submitted to the Court prior to hearing containing this information.

(2) The motion shall also contain an assurance that the movant has previously forwarded the medical bills to the respondent and that payment has been refused.

(E) Motions in Contempt

Any motion to show cause (for Contempt) shall clearly state:

(1) **Order Violated:** Each provision of a prior Court order with which the party has failed to comply;

(2) **Facts Alleged:** The facts constituting the violation;

(3) **Affidavit:** The Motion shall be supported by an Affidavit signed by the party.

(4) **Notice:** Every summons issued with a show cause motion shall include a Notice satisfying R.C. §2705.031 [see Notice Form 8]

(5) **Order to Show Cause:** Every Motion to Show Cause shall be filed with an "Order to Show Cause" [See Order to Show Cause Form 9]

(6) **Motions for Nonsupport:** When a Motion alleges failure to comply with a support order it is the responsibility of the moving party to compel the attendance of a witness from the CSEA to provide a payment history.

(7) **Attorney Fees:** Upon a finding of contempt the Court may award a standard attorney fee of \$350.00. If a higher award is sought, the attorney must request fees as part of the motion and comply with Scioto D.R. Rule 2.05.

(F) Failure to Conform to Rule

The Court may dismiss, on its own motion, any motion which does not comply with the provisions of this rule. Failure to comply with Scioto DR Rule 2.08(D) may also result in documents and exhibits not being admitted into evidence, or witness not being permitted to testify.

RULE 2.09 AGREED ENTRIES

(A) In General

Whenever the parties, or their counsel inform the Court that they have reached an agreement on an issue previously in controversy, they shall submit an agreed entry to the Court within three (3) weeks of the original hearing date. Failure to submit an agreed entry within three (3) weeks may result in dismissal of the pending issues on the Court's own motion, subject to refiling by the movant. The Court shall refuse to approve agreements which are not in the best interests of the parties, or the children. Final approval of all agreed entries rests within the sound discretion of the Court.

(B) Shared Parenting Agreements

In all cases in which the parents agree upon shared parenting, both parties shall sign and file the shared parenting plan, completed child support calculation sheets and affidavit in compliance with ORC §3127.23, all in compliance with the provisions of the Scioto County D.R. Rules prior to final hearing. The plan must include the following terms and provisions:

(1) The physical living arrangements for the children and a statement that each parent shall be the residential parent when the child/ren are in his, or her care;

(2) The amount of child support to be paid and all mandatory language required by Scioto D.R. Rule 2.07(B);

(3) A provision for medical and dental care, including an order for maintenance of health insurance;

(4) A provision for decisions regarding school placement;

(5) A specific schedule of parenting time with each parent, including a statement as to the parent with whom the child/ren will be physically

located during legal holidays, school holidays, and other dates of special importance;

- (6) If it is necessary for school or public assistance purposes, a designation of legal custodian;
- (7) A provision allocating the rights of the parents to claim the child/ren as tax exemptions;
- (8) A provision pertaining to filing a Notice of Intent to Relocate pursuant to the provisions of these rules

(C) Agreed Modifications of Parental Rights and Responsibilities

- (1) All changes in allocation of parental rights and responsibilities shall be initiated by the filing of an appropriate motion.
- (2) Agreements modifying parental rights shall address all issues relevant to the children including, but not limited to: physical custody, support, Parenting Time, health care, medical insurance and tax exemptions.
- (3) Approval of all agreed modification of parental rights and responsibilities are subject to final approval by the Court. Final approval shall always rest within the Court's sound discretion.

RULE 2.10 COURT APPOINTMENT OF VALUATION EXPERTS

- (A) **When Used.** Whenever the value of an asset is in dispute, the Court may, upon motion of either party or upon the Court's own motion and for good cause shown, appoint an expert for the purpose of appraisal.
- (B) **Content of Order.** The order of appointment shall state specifically the property to be valued, the name of the expert, the allocation of any costs or fees, and what advancement, if any, is to be made to the expert. The order shall state that the parties are to cooperate fully with the expert.
- (C) **Expert's Fees.** The Court, in its discretion, shall allocate the responsibility for the payment for services of the expert to one or both of the parties. The issue of ultimate responsibility for the entire cost of the expert's services may be reserved for final hearing. The parties shall have the opportunity at the trial to examine the expert on the issue of the cost of services.

ARTICLE 3: GUARDIAN AD LITEM

RULE 3.01 DEFINITIONS

For purposes of this rule:

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- (1) “Guardian *ad Litem*” means an individual appointed to assist a Court in its determination of a child’s best interest.
- (2) “Child” means:
 - (a) A person under eighteen years of age, or
 - (b) A person who is older than eighteen years of age who is deemed a child until the person attains twenty-one years of age under section 2151.011(B)(5) or section 2152.02(C) of the Revised Code.
 - (c) A child under R.C. 3109.04 or a disabled child under R.C. 3119.86 who falls under the jurisdiction of a domestic relations Court or of a juvenile Court with a paternity docket.

RULE 3.02 APPOINTMENT

Upon motion of the Court, or either party, the Court shall appoint a Guardian *ad Litem* to protect the best interests of the child/ren in accordance with Ohio Revised Code §3109.04 and said appointment shall be made in accordance with Rule 48 of the Rules of Superintendence (Sup. R. 48). When necessary, the Court may also appoint an attorney to represent the child, or may appoint an attorney in the dual capacity of attorney and Guardian *ad Litem* for the child, so long as those roles do not conflict. Said appointment shall be made by the required Order of Appointment.

Pursuant to Sup. R. 48.02 the Order of Appointment entered by the Court shall include:

- (A) Each court appointing a Guardian *ad Litem* under this rule shall enter an order of appointment. The order of appointment shall include statements regarding all of the following:
 - (1) Whether it is a sole Guardian *ad Litem* appointment or a dual Guardian *ad Litem* and attorney appointment.
 - (2) That unless otherwise specified by court rule, the appointment shall remain in effect until discharged by order of the court;
 - (3) That the Guardian *ad Litem* shall be given notice of all hearings and proceedings and be provided a copy of all pleadings, motions, notices, and other documents filed in the case;
 - (4) That the Guardian *ad Litem* report shall include the following language: “The Guardian *ad Litem* report shall be provided to the court, unrepresented parties, and legal counsel. Any other disclosure of the report must be approved in advance by the court. Unauthorized disclosure of the report may be subject to court action, including the penalties for contempt, which include fine and/or incarceration.”

- (5) The rate or amount of compensation for the Guardian *ad Litem* in allocation of parental rights and responsibilities cases.
- (6) The terms and amount of any installment payments and deposits in allocation of parental rights and responsibilities cases.
- (B) A court may appoint a Guardian *ad Litem* to address a specific issue or issues. A court shall include in the order of appointment the specific issues or issues to be addressed and a statement the Guardian *ad Litem* is relieved of the duties set forth in Sup.R. 48.03(D) that are not applicable to the specific issue or issues.
- (C) Whenever feasible, the same Guardian *ad Litem* shall be reappointed for a specific child in any subsequent case in any Court relating to the best interest of the child.

RULE 3.03 ROLE AND DUTIES OF GUARDIAN AD LITEM

In order to provide the Court with relevant information and an informed recommendation regarding the child's best interest, a Guardian *ad Litem* shall perform, at a minimum, the responsibilities stated in this division, unless impracticable or inadvisable to do so.

- (A) A Guardian *ad Litem* shall represent the best interest of the child for whom the guardian is appointed. Representation of best interest may be inconsistent with the wishes of the child whose interest the Guardian *ad Litem* represents.
- (B) The Guardian *ad Litem* shall be cognizant that the duty of an attorney to his/her client and the duty of the Guardian *ad Litem* to his/her client are not always identical and, in fact, may come into conflict. The role of the Guardian *ad Litem* is to investigate the ward's situation and then to ask the Court to do what the Guardian *ad Litem* feels is in the ward's best interest.
- (C) A Guardian *ad Litem* shall maintain independence, objectivity and fairness as well as the appearance of fairness in dealings with parties and professionals, both in and out of the Courtroom and shall have no *ex parte* communications with the Court regarding the merits of the case.
- (D) A Guardian *ad Litem* is an officer of the Court and shall act with respect and Courtesy to the parties at all times.
- (E) A Guardian *ad Litem* shall appear and participate in any hearing for which the duties of a Guardian *ad Litem* or any issues substantially within a Guardian *ad Litem*'s duties and scope of appointment are to be addressed.
- (F) A Guardian *ad Litem* who is an attorney may file pleadings, motions and other documents as appropriate under the applicable rules of procedure.

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- (G)** When a Court appoints an attorney to serve as both the Guardian *ad Litem* and attorney for a child, the attorney shall advocate for the child's best interest and the child's wishes in accord with the Rules of Professional Conduct. Attorneys who are to serve as both Guardian *ad Litem* and attorney should be aware of Rule 3.7 of the Rules of Professional Conduct and act accordingly.
- (H)** When a Guardian *ad Litem* determines that a conflict exists between the child's best interest and the child's wishes, the Guardian *ad Litem* shall, at the earliest practical time, request in writing that the Court promptly resolve the conflict by entering appropriate orders.
- (I)** A Guardian *ad Litem* shall avoid any actual or apparent conflict of interest arising from any relationship or activity including, but not limited to, those of employment or business or from professional or personal contacts with parties or others involved in the case. A Guardian *ad Litem* shall avoid self-dealing or associations from which the Guardian *ad Litem* might benefit, directly or indirectly, except from compensation for services as a Guardian *ad Litem*.
- (J)** Upon becoming aware of any actual or apparent conflict of interest, a Guardian *ad Litem* shall immediately take action to resolve the conflict, shall advise the Court and the parties of the action taken and may resign from the matter with leave of Court, or seek Court direction as necessary. Because a conflict of interest may arise at any time, a Guardian *ad Litem* has an ongoing duty to comply with this division.
- (K)** Unless excepted by statute, by Court rule consistent with this rule, or by order of Court pursuant to this rule, a Guardian *ad Litem* shall meet the qualifications and satisfy all training and continuing education requirements under this rule and pursuant to Sup.R.48 governing Guardians *ad Litem*.
- (L)** A Guardian *ad Litem* shall be responsible for providing the Court's Guardian *ad Litem* Coordinator with a statement indicating compliance with all initial and continuing educational and training requirements so the Court may maintain files as required by Sup.R.48.07. The compliance statement shall include information detailing the date, location, contents and credit hours received for any relevant training course.
- (M)** A Guardian *ad Litem* shall make reasonable efforts to become informed about the facts of the case and to contact all parties. In order to provide the Court with relevant information and an informed recommendation as to the child's best interest, a Guardian *ad Litem* shall, at a minimum, do the following, unless impracticable or inadvisable because of the age of the child or the specific circumstances of a particular case:

 1. Meet with and interview the child and observe the child with each parent, foster parent, Guardian or physical custodian and conduct at least one interview with the child where none of these individuals is present;
 2. Visit the child at his or her residence in accordance with any standards established by the Court in which the Guardian *ad Litem* is appointed;

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3. Ascertain the wishes of the child;
 4. Meet with and interview the parties, foster parents and other significant individuals who may have relevant knowledge regarding the issues of the case;
 5. Review pleadings and other relevant Court documents in the case in which the Guardian *ad Litem* is appointed;
 6. Review criminal, civil, educations and administrative records pertaining to the child and, if appropriate, to the child's family or to other parties in the case;
 7. Interview school personnel, medical and mental health providers, child protective services workers and relevant Court personnel and obtain copies of relevant records;
 8. Recommend that the Court order psychological evaluations, mental health and/or substance abuse assessments, or other evaluations or tests of the parties as the Guardian *ad Litem* deems necessary or helpful to the Court; and
 9. Perform any other investigation necessary to make an informed recommendation regarding the best interest of the child.
- (N) A Guardian *ad Litem* shall immediately identify himself or herself as a Guardian *ad Litem* when contacting individuals in the course of a particular case and shall inform these individuals about the Guardian *ad Litem*'s role and that documents and information obtained may become part of Court proceedings.
- (O) As an officer of the Court, a Guardian *ad Litem* shall make no disclosures about the case or the investigation except in reports to the Court or as necessary to perform the duties of a Guardian *ad Litem*. A Guardian *ad Litem* shall maintain the confidential nature of personal identifiers, as defined in Rule 44 of the Rules of Superintendence, or addresses where there are allegations of domestic violence or risk to a party's or child's safety. A Guardian *ad Litem* may recommend that the Court restrict access to the report or a portion of the report, after trial, to preserve the privacy, confidentiality, or safety of the parties or the person for whom the Guardian *ad Litem* was appointed in accordance with Rule 45 of the Rules of Superintendence. The Court may, upon application, and under such conditions as may be necessary to protect the witness from potential harm, order disclosure of or access to the information that addresses the need to challenge the truth of the information received from the confidential source.
- (P) A Guardian *ad Litem* shall perform responsibilities in a prompt and timely manner, and, if necessary, an attorney Guardian *ad Litem* may request timely Court reviews and judicial intervention in writing with notice to parties or affected agencies.
- (Q) A Guardian *ad Litem* who is to be paid by the Court or a party, shall keep accurate records of the time spent, services rendered, and expenses incurred in

each case and file an itemized statement and account with the Court and provide a copy to each party other entity responsible for payment.

RULE 3.04 Eligibility and Training Requirements

- (A) The Court's Guardian *ad Litem* Coordinator shall maintain a list of attorneys who have completed the required training pursuant to Sup. R. 48 and are eligible to serve as Guardian *ad Litem*. Those serving as Guardian *ad Litem* shall be duly licensed attorneys in the State of Ohio.
- (B) In order to serve as a Guardian *ad Litem* all applicants must complete all required training pursuant to Sup. R. 48.04 and Sup.R.48.05 as prescribed.
- (C) Guardian *ad Litem* s may be removed from the Court appointment list at the discretion of the Domestic Relations Court Judge.
- (D) If a Guardian *ad Litem* fails to complete six hours continuing education within any calendar year, that person shall not be eligible to serve as a Guardian *ad Litem* on any new appointments until the continuing education requirement is satisfied. The Court shall have the discretion to continue the current Guardian *ad Litem* appointments.

RULE 3.05 APPLICATION

Upon completion of the required pre-service training, an attorney seeking to serve as a Guardian *ad Litem* shall submit an application to the Guardian *ad Litem* Coordinator on the form prescribed by the Court. The application shall be accompanied by a completed Guardian *ad Litem* Self-Reporting Background Disclosure Statement on the form prescribed by the Court as Scioto DR Form 13.

By submitting an application and supporting documentation requesting placement on the list of eligible attorneys, the attorney is indicating a commitment to the acceptance of an appointment on a pro bono basis at least one time per year.

Eligible attorneys shall notify the Court of changes in their status, address or telephone number as may be necessary.

RULE 3.06 GUARDIAN AD LITEM REPORT AND COURT APPEARANCES

- (A) A Guardian *ad Litem* shall prepare a written final report, including recommendations to the court, within the times set forth in this division. The report shall affirmatively state that responsibilities have been met and shall detail the activities performed, hearings attended, persons interviewed, documents reviewed, experts consulted, and all other relevant information considered by the Guardian *ad Litem* in reaching the recommendations and in accomplishing the duties required by statute, by court rule, and in the order of appointment from the court.

- (B) All reports shall include the following warning: **“The Guardian *ad Litem* report shall be provided to the court, unrepresented parties, and legal counsel. Any other disclosure of the report must be approved in advance by the court. Unauthorized disclosure or distribution of the report may be subject to court action, including the penalties for contempt, which include fine and/or incarceration.”**
- (C) Oral and written reports shall address relevant issues, but shall not be considered determinative.
- (D) A Guardian *ad Litem* shall be available to testify at any relevant hearing and may orally supplement the report at the conclusion of the hearing.
- (E) A Guardian *ad Litem* may provide an interim written or oral report at any time.

RULE 3.07 FEES

- (A) It is expected that an appointed Guardian *ad Litem* will be compensated for the reasonable time expended on behalf of the appointment.
- (B) A deposit of \$800.00 shall be deposited with the Clerk of Courts to secure payment of the Guardian *ad Litem*'s fees. The Court may assign payment to one or more parties.
- (C) A court appointing a Guardian *ad Litem* in a case involving allocation of parental rights and responsibilities shall make a determination of the ability of any party to pay a deposit for the fees and expenses to the Guardian *ad Litem* and may reconsider that determination at any time prior to conclusion of the case. In making this determination, the court shall consider all of the following:
 - (1) The income, assets, liabilities, and financial circumstances of the parties, as demonstrated by an affidavit, testimony to the court, or evidence of qualification for any means-tested public assistance;
 - (2) The complexity of the issues;
 - (3) The anticipated expenses, including the travel of the Guardian *ad Litem*.
- (D) At any time prior to the conclusion of a case, a Guardian *ad Litem* may submit a motion for payment. A Guardian *ad Litem* shall submit a motion for payment upon conclusion of the duties. Any motion shall itemize the duties performed, time expended, and costs and expenses incurred pursuant to Sup.R.48.03(H)(1).
- (E) In determining the allocation of Guardian *ad Litem* fees and expenses, a court shall consider any relevant factor, including any of the following:
 - (1) The rate or amount of compensation of the Guardian *ad Litem*;

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- (2) The sources of compensation of the Guardian *ad Litem*, including the parties, any specialized funds allocated for payment of the Guardian *ad Litem*, or pro bono contribution of services by the Guardian *ad Litem*;
 - (3) The income, assets, liabilities, and financial circumstances of the parties, as demonstrated using an affidavit, testimony to the court, or evidence of qualification for any means-tested public assistance;
 - (4) The conduct of any party resulting in the increase of the Guardian *ad Litem* fees and expenses without just cause;
 - (5) The terms and amount of any installment payments.
- (F) Unless a hearing is requested by a party or the court within fourteen days after a motion for payment is filed, a court shall issue an order regarding payment of Guardian *ad Litem* fees and expenses approving or denying any portion of the requested fees and expenses and allocating payment to one or more of the parties as appropriate.
- (G) If the fees and expenses of a Guardian *ad Litem* exceed the deposits or installment payments ordered and made, a court may do any of the following:
- (1) Issue a lump-sum judgment against any party owing Guardian *ad Litem* fees and expenses at the time of the determination of fees or at any further proceedings regarding payment of fees;
 - (2) Enforce the payment of fees and expenses of the Guardian *ad Litem* through contempt of court proceedings;
 - (3) Enforce any order regarding the payment of Guardian *ad Litem* fees and expenses in any other manner authorized by law.
- (H) A court shall not delay or dismiss a proceeding solely because of the failure of a party to pay Guardian *ad Litem* fees and expenses required to be paid by the court.
- (I) The inability of a party to pay Guardian *ad Litem* fees and expenses ordered by a court shall not delay any final entry.

RULE 3.08 TERMINATION OF APPOINTMENT

The Guardian *ad Litem* shall represent the best interest of the minor child(ren) until discharged by the Court. Whenever feasible, the same Guardian *ad Litem* shall be appointed for a specific child in any subsequent case relating to the best interest of that child.

RULE 3.09 COMPLAINTS REGARDING GUARDIAN AD LITEM ; MOTION TO REMOVE GUARDIAN AD LITEM

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(A) Comments or complaints regarding the performance of a Guardian *ad Litem* appointed pursuant to this rule shall be made in writing and shall be directed to the attention of the Guardian *ad Litem* coordinator, Scioto County Domestic Relations Court. Only signed comments or complaints will be added and considered. Anonymous comments or complaints shall not be considered and will be promptly destroyed.

(B) A copy of comments and complaints submitted to the Court shall be provided to the Guardian *ad Litem* who is the subject of said comment or complaint. The Guardian *ad Litem* coordinator may forward any comments and complaints to the Judge or Magistrate hearing the case in which the Guardian *ad Litem* is appointed for consideration and appropriate action. The Guardian *ad Litem* Coordinator shall maintain a written record of all comments and complaints in the Guardian *ad Litem* file along with a written record detailing the nature and disposition of any comment or complaint and the person making the comment or complaint shall be notified of the disposition of any comment or complaint submitted.

(C) Motions to remove a Guardian *ad Litem* shall be scheduled for hearing before the Judge or Magistrate assigned to adjudicate the case in which the Guardian *ad Litem* has been appointed. Said hearings shall be scheduled expeditiously and shall no create any unnecessary delay in the matter before the Court being heard.

RULE 3.10 ANNUAL CERTIFICATION

The Guardian *ad Litem* Coordinator shall annually conduct a review of the Guardian *ad Litem* appointment list to determine that all individuals are in compliance with the training and education requirements of this rule. The annual certification review shall also include a finding whether each Guardian *ad Litem* on the appointment list has performed satisfactorily on all assigned cases during the preceding calendar year and whether each Guardian *ad Litem* remains otherwise qualified to serve.

All individuals on the Guardian *ad Litem* appointment list shall certify annual that they are unaware of any circumstances that would disqualify them from serving and shall report the training they have attended to comply with this rule.

ARTICLE 4: MAGISTRATE PROCEDURES

RULE 4.01 MAGISTRATE HEARINGS

Magistrates shall be appointed in accordance with Civil Rule 53, and shall have all powers conferred by said Rule. Magistrates hear all matters referred by the Judge.

RULE 4.02 DECISIONS AND ORDERS BY MAGISTRATES PURSUANT TO CIVIL RULE 53

(A) Magistrate Orders. Magistrates may enter orders, without judicial approval in pretrial proceedings under Civil Rule 16, in discovery proceedings

under Civil Rules 26 to 37, temporary restraining orders under Civil Rule 75(H), in hearings under Civil Rule 75(M) and may make such other orders as are necessary to regulate the proceedings. All orders of the Magistrate shall be in writing and signed by the Magistrate. The order shall be captioned and identified as a "Magistrate Order". The Court shall journalize the Magistrate Order pursuant to Civil Rule 53(C)(3)(e) and the Clerk of Courts shall mail a copy of the Decision to all parties and/or counsel.

- (B) Objections to Magistrate's Orders:** Either party may appeal to the Court from an Order of a Magistrate by filing a motion to set the order aside which shall state the party's objection with particularity. This motion shall be filed no later than ten (10) days after the Magistrate Order is entered. The pendency of such a motion shall not stay the effectiveness of the Magistrate Order unless the Magistrate or the Court grants a stay.
- (C) Magistrate's Decision:** The Magistrate shall prepare a "Magistrate's Decision" based upon the evidence and testimony from witnesses submitted. The Court shall journalize the Magistrate's Decision pursuant to Civil Rule 53(E)(4)(c) and the Clerk of Courts shall mail a copy of the Decision to all parties and/or counsel. The timely filing of written objections operate as an automatic stay of execution of the judgment pursuant to Civil Rule 53(E)(3) until the Court disposes of the objections, or issues an order otherwise lifting such a stay.
- (D) Magistrate Decision and Interim Orders.** If the Court makes an Interim Order, pursuant to Civil Rule 53(E)(4)(c), the Interim Order shall remain in effect for twenty-eight (28) days from the date of its entry. The timely filing of written objections does not operate as an automatic stay of execution of the Interim Order, until the Court disposes of the objections. An interim order shall not extend more than twenty-eight (28) days from the date of its entry unless, within that time and for good cause shown, the Court extends the interim order for an additional twenty-eight (28) days.
- (E) Objections to Magistrate's Decisions.**
- (1)** A decision of a Domestic Magistrate may be reviewed by the assigned Judge of this Court by filing an objection in accordance with Rule 53 of the Ohio Rules of Civil Procedure with the Clerk. The party filing an Objection shall submit a copy of said Objection to the Court within seven (7) days of filing.
 - (2)** The objection should be accompanied by supporting memorandum. If a finding of fact or weight of the evidence is part or all of the basis for objection, a transcript of the testimony is necessary to support the objection to the Magistrate's decision and must be filed with the Court.
 - (3)** The request and deposit for said transcript shall be submitted to the proper Court reporter within three (3) days after the filing of said objections. The cost of same shall be as the Court shall from time to time determine at a per page amount. At the time a transcript is ordered, the ordering counsel or party shall arrange for payment to the proper official Court Reporter. An advance deposit shall be posted with the Court

Reporter by the ordering counsel or party, with the balance due prior to delivery of a copy or the filing of an original with the Court.

- (4) All original transcripts shall be filed by the Official Court Reporter with the Clerk of Courts and shall thereby become part of the official record of the case. A copy will be provided to the ordering party, upon request, at a cost which shall be determined by the Court.
- (5) Failure to file a transcript when one is required by this Rule is a basis for dismissal of the objection.
- (6) Memoranda contra objections may be filed by any party within ten (10) days of the filing of said objections.

ARTICLE 5: SPECIAL ACCOMMODATIONS

RULE 5.01 DISABLED PERSONS

Any person who requires special accommodations because of a handicap or disability shall notify the Court of his or her special requirements at least ten (10) days before a scheduled Court appearance. The Court shall comply with all reasonable requests for assistance.

ARTICLE 6: CHILD INTERVIEW AND PARENTING PROGRAM

RULE 6.00 FORMER PARENTING TIME SCHEDULE (SEE ARTICLE 9.0).

RULE 6.01 INTERVIEW OF CHILD BY COURT

- (A) Any interview of a minor child shall be conducted pursuant to Ohio Revised Code § 3109.04 with the best interests of the child/ren in mind.
- (B) All interviews of minor children conducted by the Court shall be scheduled according to the Court's docket at a separate time other than the time the pertinent issue is scheduled for hearing unless the Judge or Magistrate assigned to the case decides otherwise.
- (C) A separate Hearing Request Form for an *in camera* interview of a minor child shall be filed to facilitate the scheduling of said interview. Interviews of minor children shall not be scheduled without a proper Hearing Request Form being submitted to the Court.
- (D) The parties to custody and parenting time/visitation litigation are strongly encouraged NOT to bring the minor children to Court on the day of a scheduled hearing, unless the child is to be called as a witness.

RULE 6.02 SUCCESSFUL CO-PARENTING EDUCATION PROGRAM

In conjunction with The Ohio State University Extension, the Court offers this research-based Family Stability program. The purpose of this educational program is to assist parents in learning how to minimize the negative impact that Separation or Divorce proceedings may have on children.

(A) Requirement for Attendance

- (1) Pre Decree Attendance Mandatory:** A Court-approved family educational program shall be attended by the parties prior to the final hearing in actions for Divorce, Legal Separation and Dissolution of Marriage where minor children are involved. The Successful Co-Parenting Education program provided by the Court shall fulfill this requirement. Attendance is required within sixty (60) days after completion of the service of the Complaint for Divorce, or the filing of the Petition for Dissolution. For GOOD CAUSE SHOWN, the Court may waive the requirement for attendance.
- (2) Post Decree Attendance Discretionary:** Attendance at a Court-approved family educational program may be required in connection with post decree motion involving the allocation of parental rights and responsibilities.
- (3) Certificate of Attendance:** Upon completion of the Successful Co-Parenting Program, a Certificate of Attendance will be issued for each participant and shall be furnished to the Court at the Final Pre-trial Conference or Dissolution hearing.
- (4) Parties Outside of Scioto County:** Parties in another jurisdiction are required to attend a similar program in that jurisdiction and provide documentation of same to the Court. Final approval and acceptance of an Attendance Certificate from any similar program offered outside Scioto County rests within the discretion of the Court.
- (5) Registration Form:** Parties seeking to attend the Successful Co-Parenting Program shall fully complete and submit Form 11-Successful Co-Parenting Registration Form to the Court for processing.

ARTICLE 7: SPECIAL PROCEEDINGS

**RULE 7.01 SERVICE MEMBERS CIVIL RELIEF ACT
(formerly known as the SOLDIERS' AND SAILORS' RELIEF ACT)**

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In any action or proceeding commenced in this Court against an unrepresented party who is a member of the military service, the Court may appoint an attorney to advise that party pursuant to the Service members Civil Relief Act of 2003, 50 USC app 511, *et seq.*, and may set a fee for the attorney's services.

The Court will stay the proceedings pending the party's availability for trial, and during that pendency the party will be ordered to cooperate in all discovery procedures, and to notify the Court upon his return. The party will be advised of the right to obtain counsel and will be directed to file any motion or responsive pleading with respect to jurisdiction or any other issues.

RULE 7.02 DOMESTIC VIOLENCE

- (A) Any person who qualifies as a family or household member under Ohio Revised Code §3113.31 may file a petition for an *Ex Parte* temporary Civil Protection Order.
- (B) No Court costs or filing fee shall be charged for filing or processing the petition.
- (C) All Domestic Violence Petitions must be completed on the forms and pursuant to the procedures adopted and mandated by the Supreme Court of Ohio. Only properly drafted and notarized Petitions will be accepted for filing.
- (D) All Petitioners must also complete the NCIC FORM 10 and the SCIOTO COUNTY SHERIFF'S DEPARTMENT FORM 11 prior to the *Ex Parte* Hearing. Said forms must be submitted to the Court at the time of the *Ex Parte* hearing.
- (E) The Court shall hold a hearing on the same day the Petition for an *Ex Parte* Civil Protection Order is filed.
- (F) The Petitioner shall be required to appear in Court for the *Ex Parte* hearing and all subsequent proceedings.
- (G) Failure of a Petitioner to appear after proper notice of the time, date and location of a hearing may result in dismissal of the case.

RULE 7.03 PARENTAGE PROCEEDINGS

- (A) **Establishment of Parentage:** All parentage proceedings in the Scioto County Domestic Relations Court shall be initiated in accordance with the provisions of the Scioto D.R. Rules and pursuant to the provisions of Ohio Revised Code Section 3111.01 *et seq.*
- (B) **Parentage by Default:** Failure of a party, duly served according to law, to answer, defend, or otherwise plead to a properly filed Complaint to Determine Parentage may result in a determination of parentage by Default pursuant to the provisions of Ohio Civil Rule 55.

RULE 7.04 REGISTRATION OF FOREIGN SUPPORT ORDER

(A) When Applicable. A child support order issued by another state or country may be registered in this Court for purposes of enforcement and/or modification in accordance with R.C. 3115.01 et seq.

(B) Procedure. An action to register a child support order which was issued by another state or country is initiated with the filing of a verified petition to register a foreign support order or verified registration statement. The pleading must set forth the nature of the remedy sought. The following items shall be included in a and/or attached to the petition:

- (1)** The name, address and social security number of the obligee. If payments are not be remitted to the obligee; a statement listing any agency or person to whom child support payments are to be sent;
- (2)** The name, address and social security number of the obligor; the obligor's, employer (if known) and a list of any property located in Ohio which is owned by obligor and is not exempt from execution;
- (3)** The name, address, sex, social security number and date of birth of each child for whom support is sought;
- (4)** A certified copy of all orders to be registered, including any order which modified a previous order;
- (5)** An affidavit of the party seeking registration, or of the custodian of the records, stating the amount of any arrearage;
- (6)** A statement notifying the obligor of his or her right to contest the validity and/or enforcement of the foreign child support order pursuant to R.C. 3115.42 (B); and
- (7)** A notice of hearing.

(C) Spousal Support. Pursuant to R.C. 3115.01(T) spousal support may be subject to an action under UIFSA.

(D) Contest of Registration. The obligor may contest the validity and/or the enforcement of the foreign support order at the hearing or in accordance with R.C. 3115.43.

(E) Modification of Child Support Order. Modification of a foreign child support order shall be strictly governed by R.C. 3115.48 et seq.

(F) Procedure when both parties reside in Ohio. When both parties to a support order issued by another state or country reside in the State of Ohio, this Court has jurisdiction to enforce or modify the issuing state or country's child support order in a proceeding to register such order.

RULE 7.05 ESTABLISHMENT OF CHILD SUPPORT ORDER - FOREIGN DECREE

- (A) **When Applicable.** In the event a Court of another state or country conducts a divorce or similar proceeding dissolving a marriage but does not issue a child support order a verified petition for a temporary or permanent child support order may be filed in this Court pursuant to R.C. 3115.31.
- (B) **Procedure.** A petition requesting the establishment of a child support order shall contain a description of the relief sought and shall include the following:
- (1) The name and address of the party seeking establishment of a child support order;
 - (2) The name and address of the party from whom the child support is sought;
 - (3) A statement indicating either that the party seeking the child support order resides in another state or country, or, that the child support order is being sought by the support enforcement agency of another state;
 - (4) An Affidavit of Financial Disclosure or approved UIFSA form;
 - (5) Certified copies of any Court orders which relate to child custody, paternity, or prior support orders; and
 - (6) A hearing notice.

RULE 7.06 SPECIAL RULES OF EVIDENCE AND PROCEDURE - FOREIGN SUPPORT ORDERS

- (A) **Telephonic Presentation of Evidence.** Pursuant to R.C. 3115.27 (F), a party or witness in another state may be deposed or testify by telephone, audiovisual means, or other electronic means at a designated tribunal or other location in that state. The witness shall be placed under oath by an appropriate officer physically present with the witness.
- (B) **Certified Copy of Payment Records.** A certified copy of any out-of-state payment record provided by the custodian of the records is admissible as evidence of whether payments were made.
- (C) **Attorney Fees and Costs.** An obligee who files a petition pursuant to R.C. 3115.01 et seq. is not required to pay a filing fee or other costs. If the obligee prevails the Court may award the obligee his or her attorney fees, costs, and necessary travel expenses incurred by the obligee and/or the obligee's witnesses.

RULE 7.07 UNIFORM CHILD CUSTODY JURISDICTION

- (A) **When Applicable.** A parenting decree from another state may be filed in accordance with R.C. 3109.21 et seq. in order to enforce or modify orders pertaining to custody, parenting time, or other matters set forth in R.C. 3109.21(B). Pursuant to R.C. 3109.21(B), orders pertaining to child support or any other monetary obligation of any person are not included in a proceeding under this rule.
- (B) **Procedure.** A verified petition requesting enforcement or modification of a parenting decree of another state shall be filed with the clerk. The petition shall set forth the nature of the relief sought. The petition shall also state whether there is a pending parenting proceeding in any other state.

Attached to the petition shall be the following:

- (1) A certified copy of the parenting decree; and
 - (2) An Information for Parenting Proceeding Affidavit Form 2.
 - (3) A notice of hearing with a hearing date which is not less than twenty (20) days after the date of service.
- (C) **Notice to Respondent.** Notice of filing of a parenting decree from another state shall be made in strict accordance with R.C. 3109.23.
- (D) **Motions.** A motion for relief shall be filed at the same time the petition for registration is filed, unless otherwise ordered.

RULE 7.08 PROCEDURES UPON DEATH OF A PARTY

- (A) **Death of Custodial Parent.** Upon the death of a custodial parent, custody of the parties' minor child(ren) may be awarded to the surviving parent by filing an Entry and Order of Custody Upon Death of a Party signed by the Judge, and shall include the following:
1. The date of the orders awarding custody, the names and dates of birth of the children, the amount of the last child support ordered, and the date of death of the custodial parent;
 2. An assertion there is no other custody proceeding pending in any Court;
 3. An attached certified copy of the death certificate or if a death certificate is not available such other proof of death, as may be approved by the Court; and
 4. Appropriate language awarding custody, terminating child support and wage withholding notices and an order that costs be paid.

(B) Dismissal of Pending Divorce, Dissolution, Legal Separation or Annulment Procedures. Upon the death of a party to a pending divorce, dissolution, legal separation or annulment, the case will be dismissed by filing an Entry and Order of Dismissal Upon Death of a Party which is signed by the Judge, and shall include the following:

- (1) Date of the filing of the pending proceeding with an assertion that the case has not been decreed, or a Decision issued;
- (2) An attached certified copy of the death certificate or if a death certificate is not available, such other proof of death as may be approved by the Court; and
- (3) Appropriate language dismissing the proceeding and vacating any temporary orders therein.
- (4) **No service or hearing is required in this proceeding.**

RULE 7.09 EMERGENCY *EX PARTE* MOTIONS AND ORDERS.

- (A) *Ex Parte* Orders** will not be granted except upon the showing of extreme emergency by properly executed Affidavit. Such Affidavit shall describe the alleged emergency with specificity.
- (B) Property Issues.** The Court may issue emergency *ex parte* orders when it appears to the Court, by motion and affidavit, that a party or a third party is about to dispose of, or encumber property so as to defeat the interest of a party in obtaining spousal support, to defeat an equitable division of marital property, and/or to effectuate or enforce a prior Court order.
- (C) Children's Issues:** The Court may issue emergency *ex parte* orders when it appears to the Court, by motion and affidavit, that:
- (1) A child is about to suffer irreparable harm, including but not limited to, physical abuse, bodily injury, or domestic violence by the other party.
 - (2) A residential parent is unavailable due to hospitalization or other emergency.
 - (3) A residential parent is about to move out of the jurisdiction.
- (D)** The Court may issue an emergency *ex parte* order with or without a hearing. If the Court holds an *ex parte* emergency hearing, the party who files a motion for an emergency *ex parte* order shall make a good faith effort to provide opposing counsel or the unrepresented opposing party with immediate notice of the emergency hearing date.
- (E)** An emergency *ex parte* order shall remain in force until there is a hearing on the action unless the Court orders otherwise. Whenever emergency *ex parte* relief is granted without a hearing, the motion shall be set for an evidentiary hearing

within fourteen (14) business days, if at all practicable, according to the Court's Docket.

- (F) **Movant must be available:** Whenever an *ex parte* order is requested the moving party must be available to the Court for immediate examination under oath.

ARTICLE 8: MEDIATION

Introduction:

The Scioto County Domestic Relations Court adopts Local Rule 8 effective January 1, 2007. Through Rule 8 the Scioto County Domestic Relations Court incorporates by reference the R.C.2710 "Uniform Mediation Act" (UMA), R.C. 3109.052 Mediation of Differences as to Allocation of parental Rights and Responsibilities and Rule 16 of the Supreme Court of Ohio Rules of Superintendence.

RULES 8.01 DEFINITIONS

- (A) All definitions found in the "Uniform Mediation Act" (UMA) R.C. 2710.01 are adopted by this Court through this local rule including, but not limited to the following:
- (1) "Mediation" means any process in which a mediator facilitates communication and negotiation between the parties to assist them in reaching a voluntary agreement regarding their dispute.
 - (2) "Mediator" means an individual who conducts a mediation.
 - (3) "Mediation Communication" means a statement, whether oral, in a record, verbal or no verbal, that occurs during a mediation or is made for purposes of considering, conducting, participating in, initiating, continuing, or reconvening a mediation or retaining a mediator.
 - (4) "Proceeding" means either of the following:
 - a. Judicial, administrative, arbitral or other adjudicative process, including related pre-hearing and post-hearing motions, conferences, and discovery;
 - b. A legislative hearing or similar process.

RULE 8.02 PURPOSE

To promote greater efficiency and public satisfaction through the facilitation of the earliest possible resolution for Scioto County Domestic Relations Court cases through the use of mediation. To accomplish this goal, ASAP (Adams, Scioto and Pike) Mediation

Services has been established.

RULE 8.03 SCOPE

At any time any appropriate action under the jurisdiction of this Court may be referred to mediation by the Judge or Magistrate.

RULE 8.04 REFERRAL PROCESS

The Court, on its own motion, or the motion of any of the parties may refer disputed issues to mediation in whole or in part by Judgment Entry which shall, at a minimum indicate the date, time, place and contact information of the mediation. All parties and counsel shall advise the assigned Judge or Magistrate of any domestic violence allegations known to them to exist or to have existed in the past, or which become known to them following entry of the order but before conclusion of all mediation proceedings, which allegations involve any two or more person whose attendance is required by the referral order.

RULE 8.05 PROCEDURES

- A.** The Court shall utilize procedures for all cases that will:
- (1)** Ensure that parties are allowed to participate in mediation, and if the parties wish, that their attorneys and other individuals they designate are allowed to accompany them and participate in mediation.
 - (2)** Screen for domestic violence both before and during mediation.
 - a.** Encourage appropriate referrals to legal counsel and other support services for all parties, including victims of and suspected victims of domestic violence.
 - b.** Prohibit the use of mediation in any of the following:
 - As an alternative to the prosecution or adjudication of domestic violence;
 - In determining whether to grant, modify or terminate a protection order;
 - In determining the terms and conditions of a protection order; and
 - In determining the penalty for violation of a protection order.

Nothing in this division of this rule shall prohibit the use of mediation in a subsequent divorce or custody case even though that case may result in the termination of the provisions of a protection order.

- B.** Mediation of allocation of parental right and responsibilities or the care of, or visitation with, minor children or delinquency or status offense cases shall abide by all provisions set forth in 8.04 of this rule, mediation may then proceed, when violence or fear of violence is alleged, suspected, or present, only if the mediator has specialized training set forth in “Qualifications” section (8.11) of this rule and all of the following conditions are satisfied:
1. The person who is or may be the victim of domestic violence is fully informed, both orally and in writing, about the mediation process, his or her right to decline participation in the mediation process and his or her option to have a support person present at mediation sessions.
 2. The parties have the capacity to mediate without fear of coercion or control.
 3. Appropriate procedures are in place to provide for the safety of the person who is or may be the victim of domestic violence and all other persons present at the mediation.
 4. Procedures are in place for the mediator to terminate mediation if he or she believes there is continued threat of domestic violence or coercion between the parties.
 5. Procedures are in place for issuing written findings of fact, as required by R.C.3109.052, to refer certain cases involving domestic violence to mediation.

RULE 8.06 CONFIDENTIALITY/PRIVILEGE

All mediation communications related to or made during the mediation process are subject to and governed by the “Uniform Mediation Act” (UMA) R.C. 2710.01 to 2710.10, R.C. 3109.052, the Rules of Evidence and any other pertinent judicial rule(s).

RULE 8.07 TERMINATION

If the assigned Mediator determines that further mediation efforts would be of no benefit to the parties, he or she shall inform all interested parties and the Court that the mediation is terminated using the procedure required by this Court.

RULE 8.08 STAY OF PROCEEDINGS

All remaining Court orders shall continue in effect. No order is stayed or suspended during the mediation process except by written Court order. Mediation shall not stay

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discovery, which may continue through the mediation process in accordance with applicable rules, unless agreed upon by the parties and approved by the Judge or Magistrate assigned to the case.

RULE 8.09 CONTINUANCES

It is the policy of this Court to determine matters in a timely way. Continuances of scheduled mediations shall be granted only for good cause shown after a mutually acceptable future date has been determined. The case may be continued by the assigned Mediator or the Judge or Magistrate who referred the case. Except as authorized by the Court, the existence of pending motions shall not be good cause for a continuance and no continuance will be granted unless the mediation can be scheduled prior to final pretrial. If a continuance of a scheduled mediation is requested and the proposed new date is within 45 days of the initial referral to mediation, then the request shall be made to the assigned Mediator. If the requested date is more than 45 days after the referral to mediation, then the request must be made to the Judge or Magistrate assigned to the case.

RULE 8.10 MEDIATION MEMORANDUM OF UNDERSTANDING

The assigned mediator, parties or counsel, if applicable, as agreed by the parties, may immediately prepare a written memorandum memorializing the agreement reached by the parties. The "Mediation Memorandum" may be signed by the parties and counsel (if the "mediation memorandum" is signed it will not be privileged pursuant to R.C. 2710.05(A)(1)) The written "Mediation Memorandum of Understanding" may become an order of the Court after review and approval by the parties and their attorney, if applicable. No oral agreement by counselor with parties or an officer of the Court will be regarded unless made in open Court.

RULE 8.11 MEDIATOR REPORT

At the conclusion of the mediation and in compliance with R.C. 2710.06 the Court shall be informed of the status of the mediation including all of the following:

- Whether the mediation occurred or was terminated;
- Whether a settlement was reached on some, all or none of the issues; and
- Attendance of the parties.
- Future mediation session(s), including date and time.

RULE 8.12 QUALIFICATIONS

To be a Court approved mediator the following qualification apply:

(A) General Qualifications and Training.

A mediator employed by the division or to whom the division makes referrals for mediation of allocation of parental rights and responsibilities, the care of, or visitation with, minor children, abuse, neglect and dependency, or juvenile perpetrated domestic violence cases shall satisfy all of the following:

1. Possess a bachelor's degree, or equivalent education or experience as is satisfactory to the division, and at least two years of professional experience with families. "Professional experience with families" includes mediation, counseling, casework, legal representation in family law matters, or such other equivalent experience satisfactory to the division.
2. Complete at least twelve hours of basic mediation training or equivalent experience as a mediator that is satisfactory to the division.
3. After completing the above training, complete at least forty hours of specialized family or divorce mediation training which has been approved by the Dispute Resolution Section of the Supreme Court.

(B) Specific Qualifications and Training: Domestic Abuse

A mediator employed by the division or to whom the division makes referrals for mediation of any case shall complete at least fourteen hours of specialized training in domestic abuse and mediation through a training program approved by the Ohio Supreme Court Dispute Resolution Section. A mediator who has not completed this specialized training may mediate these cases only if he/she co-mediate with a mediator who has completed the specialized training.

RULE 8.13 FEES AND COSTS

- (A) All costs shall be determined by the Court, if applicable. The parties may agree between themselves to apportion the costs of the mediation. Unless otherwise agreed by the parties, the mediation costs shall be shared equally. In the event that the parties cannot agree, the Court shall determine the apportionment of the mediation costs to the parties. The Court may waive costs for the parties who are unable to pay.
- (B) Mediation shall not be ordered where a party is indigent unless the mediation is available at no cost to the party. The Supreme Court of Ohio encourages Courts to provide mediation services at no cost to the public. See also R.C. 2303.201(E)(1).
- (C) Specifically, the Court Orders that in all Divorce, Dissolution, Legal Separation, and paternity proceedings that \$40.00 of the costs deposited for filing with the Clerk of Courts shall be deposited in the Scioto County Mediation Fund.

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- (D) Further, the Court Orders that in any proceedings for change or modification of a judgment that \$50.00 of the costs deposited for filing with the Clerk of Courts shall be deposited in the Scioto County Mediation Fund.

RULE 8.14 SANCTIONS

If any individual ordered by the Court to attend mediation fails to attend mediation without good cause, the Court may impose sanctions which may include, but are not limited to, the award of attorney's fees and other costs, contempt or other appropriate sanctions at the discretion of the assigned Judge or Magistrate.

RULE 8.15 MODEL STANDARDS

Mediators providing services for the Court shall comply with the Model Standards of Practice for Family and Divorce Mediation and Special Policy Considerations for the Regulation of Family Mediators and Court Affiliated Programs as set for in Rule 16 of the Supreme Court of Ohio Rules Superintendence for the Courts of Ohio.

RULE 8.16 EARLY CONFLICT RESOLUTION PROGRAM

(A) ELIGIBILITY FOR SERVICES.

- (1) The Early Conflict Resolution Program is available in post decree cases only.
- (2) Parties must have a current order issued by or registered with the Scioto County Domestic Relations Court that allocates parental rights and responsibilities to be eligible for the Early Conflict Resolution program.
- (3) The Early Conflict Resolution program is available for parties experiencing minor issues in implementing or complying with their current order.

Examples of minor issues are: Transportation, school/extracurricular activities, scheduling issues, vacation time, parent communication problems, etc.

- (4) The parties may participate in the Early Conflict Resolution program only once in any 12 month period.
- (5) The program does not pertain to financial issues or reallocation of parental rights and responsibilities.
- (6) The Early Conflict Resolution program is a voluntary process. Neither party can be forced to attend.

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- (7) In any case where there has been a finding of domestic violence, the Court will determine whether and Early Conflict Mediation is in the best interests of the child(ren) and, if so, under what terms and conditions.
- (8) The early Conflict Resolution process may not be used to modify or terminate a civil protection order.
- (9) A party may not have an open case within the Court when filing for an Early Conflict Resolution. If a motion or complaint is filed prior to the Early Conflict conference, the Early Conflict Resolution will be cancelled.

(B) Referral Process

- (1) A party may appear at the Court and request assistance with “minor (parenting) issues” as referenced herein by completing the Early Conflict Resolution Form (Form 16) and submitting Form 16 to the Court. Only one party needs to request an Early Conflict Resolution. However, both parties must complete Form 16 prior to any mediation session being approved or scheduled.
- (2) A party may access the Court website at www.sciotodrcourt.com and download Form 16 as a PDF file, fill in the relevant information and mail to the Court.

(C) Early Conflict Resolution

- (1) Upon review and approval of Form 16 as submitted by both parties a meeting between the parents and a Court mediator will be arranged.
- (2) When parties arrive, they are given a screening tool to complete for the mediator to assess the presence of domestic violence. Parties may then choose to engage in the informal process or decline. The mediator can also choose not to proceed.
- (3) The mediator will explain the Early Conflict Resolution process, including the limits of confidentiality.
- (4) At the meeting the mediator may:
 - a) assist the parties in resolving the issues(s);
 - b) refer the parties to an outside mediator;
 - c) instruct the parties on filing an agreed entry which the parties draw up;
 - d) refer the parties to outside community resources;
 - e) refer the parties to their attorneys.
- (5) The parties have the option of filing a formal motion if the informal process fails.

- (6) No record shall be kept of the Early Conflict Resolution other than the initial request form noting the outcome of the Early Conflict Resolution.
- (7) If the parties cannot resolve their issue informally, the evaluator will notify the referral source. If the parents can resolve their issue, the parents may prepare and sign an agreed entry, present it to the Court for approval and if the Court approves the entry, the parents shall file the entry with the Clerk of Court.

ARTICLE 9.0: PARENTING TIME SCHEDULE

RULE 9.0 STANDARD PARENTING TIME ORDER

(A) Preface

Children require the continued and regular involvement of both parents despite the termination of a relationship. No standard parenting time schedule can possibly meet the needs of every parent-child relationship and therefore the Court encourages parties to submit agreements of parenting times which will meet their specific circumstances.

During and after the termination of a family relationship, there is often a crisis period during which families are under great stress because of loss, conflict and change. Unfortunately, whether intentional or otherwise, children tend to become pawns in a struggle between their parents. Most studies indicate, and psychologists uniformly agree, that the children who “do best” following divorces are those families which maintain lower levels of conflict. The absence of conflict is just as important as the amount of time either parent spends with the child.

The Court adopts this Standard Parenting Time Schedule in the hopes that it is unnecessary. It is only when the parents cannot agree that the Court will require the provisions of this Standard Parenting Time Schedule to be utilized. In such cases where the parents cannot agree to parenting times, the Court’s Standard Parenting Time Schedule will be considered controlling and the Court encourages the parties to minimize conflicts as much as possible. Specific items in the Journal Entry take precedence over this schedule. This schedule in no way affects support obligations or payments.

When a journal entry or divorce decree confers “the right of reasonable parenting time” upon the non-residential parent, this rule shall be considered incorporated by reference and made a part of the entry or decree. Attorneys shall provide copies hereof to clients involved in any child custody/parenting time litigation.

(B) Schedule of Parenting Time

During the academic school year, the non-residential parent shall have parenting time as follows:

- A. Every other weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m.

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- B. During the off week, the non-residential parent shall have an overnight visit on Wednesday from 6:00 p.m. until the following day of school. The non-residential parent is required to ensure that the child/children get to school that day. In the event that school is closed for any reason, the non-residential parent shall return the child/children to the residential parent by 9:00 a.m.
- C. The academic school year shall be defined as the school district in which the minor child attends school, or if the minor child is not of school age, the school district in which the residential parent resides.
- D. The receiving party shall be responsible for transportation for all parenting time.

During the Summer break from the academic school year, the parenting time schedule shall be as follows:

- A. Beginning on the first Sunday at 6:00 p.m. following the last day of school, the parties shall alternate parenting time with the child/children on a week to week basis. The parenting time shall be Sunday at 6:00 p.m. to Sunday at 6:00 p.m., and shall continue on a rotating week to week basis until the Sunday before school starts.
- B. In the ODD numbered years, the non-residential parent will have the first Sunday following the last day of school.
- C. In the EVEN numbered years, the residential parent will have the first Sunday following the last day of school.
- D. The receiving party shall be responsible for transportation for all parenting time.
- E. Both the residential parent and the non-residential parent shall be entitled to a fourteen (14) day exclusive period of parenting time during the Summer break. This fourteen (14) day period must be exercised in one block. The person exercising this exclusive fourteen (14) day period of parenting time is not required to leave town and may exercise such time at their discretion. No more than fourteen (14) consecutive days of parenting time are authorized under any circumstances. The person exercising this fourteen (14) day exclusive period of parenting time is not obligated to take the minor child/children to extracurricular activities, but is strongly encouraged to do so, if feasible.
- F. Both the residential parent and non-residential parent shall provide the other party with a minimum of thirty (30) days written notice as to when they intend to exercise their fourteen (14) day exclusive period of parenting time. Such exclusive parenting time shall be exercised beginning on Sunday at 6:00 p.m. and ending on Sunday at 6:00 p.m. The non-residential parent shall be given priority (with proper notice) as to their request for exclusive parenting time in the ODD numbered years

and the residential parent shall be given priority (with proper notice) in the EVEN numbered years.

HOLIDAY and SPECIAL PARENTING TIME shall be as follows:

A. In the ODD numbered years, the non-residential parent shall be entitled to parenting time for Thanksgiving beginning the Wednesday before Thanksgiving at 6:00 p.m. until Sunday at 6:00 p.m.

B. In the EVEN numbered years, the residential parent shall be entitled to parenting time for Thanksgiving beginning the Wednesday before Thanksgiving at 6:00 p.m. until Sunday at 6:00 p.m.

C. In the ODD numbered years, the non-residential parent shall be entitled to parenting time from Christmas Eve at 12:00 p.m. to Christmas Day at 12:00 p.m.

D. In the ODD numbered years, the residential parent shall be entitled to parenting time from Christmas Day at 12:00 p.m. until December 31st at 6:00 p.m.

E. In the EVEN numbered years, the non-residential parent shall be entitled to parenting time from Christmas Day at 12:00 p.m. until December 31st at 6:00 p.m.

F. In the EVEN numbered years, the residential parent shall be entitled to parenting time from Christmas Eve at 12:00 p.m. to Christmas Day at 12:00 p.m.

G. In the ODD numbered years, the non-residential parent shall have parenting time from December 31st at 6:00 p.m. until January 1st at 6:00 p.m.

H. In the EVEN numbered years, the residential parent shall have parenting time from December 31st at 6:00 p.m. until January 1st at 6:00 p.m.

I. In the ODD numbered years, the non-residential parent shall have parenting time during the child/children's Spring break from school as determined by the school district in which the child attends school, or if the minor child is not of school age, the school district in which the residential parent resides. The parenting time shall commence at 6:00 p.m. on the last day of school and shall end at 6:00 p.m. the day before the return to school.

J. In the EVEN numbered years, the residential parent shall have parenting time during the child/children's Spring break from school as determined by the school district in which the child attends school, or if the minor child is not of school age, the school district in which the residential parent resides. The parenting time shall

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commence at 6:00 p.m. on the last day of school and shall end at 6:00 p.m. the day before the return to school.

K. In the ODD numbered years, the non-residential parent shall have parenting time on Easter Sunday from 9:00 a.m. to 6:00 p.m., in the event that Easter does not fall over the Spring break.

L. In the EVEN numbered years, the residential parent shall have parenting time on Easter Sunday from 9:00 a.m. to 6:00 p.m., in the event that Easter does not fall over the Spring break.

M. Mother's Day shall be spent with the Mother from 9:00 a.m. to 6:00 p.m.

N. Father's Day shall be spent with the Father from 9:00 a.m. to 6:00 p.m.

O. In the ODD numbered years, the Father shall have parenting time with the child/children on the designated trick or treat night for Halloween in the area he resides from 5:00 p.m. to 8:00 p.m.

P. In the EVEN numbered years, the Mother shall have parenting time with the child/children on the designated trick or treat night for Halloween in the area she resides from 5:00 p.m. to 8:00 p.m.

Q. The receiving party shall be responsible for transportation for all parenting time.

(C) Miscellaneous Provisions

(1) Telephone Contact: The non-residential parent shall be entitled to telephone each child/children twice (2 times) per week, not to exceed fifteen (15) minutes with each child, if there is more than one child. If there is only one child the time period is twenty (20) minutes. The non-residential parent shall choose the time and day that the calls will be made within reason. However, the Court strongly encourages cooperation of both parents in setting this time schedule. Where the child/children is not available for the call, the residential parent MUST provide a new time within twenty-four (24) hours when the child will be available. The other parent shall not participate in such calls. The party with whom the child/children are residing at the time of the call shall bear any expense associated with telephone calls unless the other parent has given permission to be phoned collect. The child/children may call either parent, collect, with the agreement of the parent being called, at any and all reasonable times as the child wishes.

(2) Waiting for Parenting Time exchange: The child/children and/or residential parent have no duty to wait for the non-residential parent to arrive for more than thirty (30) minutes. The non-residential parent who is more than thirty (30) minutes late for a particular period of time shall forfeit that period of time. Exception shall be made if, and only if, the tardiness of the non-residential parent is for just cause and

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the residential parent receives both prompt notification and a reasonable estimated arrival time.

(3) Cancellation of Parenting Time period: The non-residential parent should give twenty-four (24) hour notice to cancel. Any time cancelled by the non-residential parent is considered forfeited.

(4) Illness: If a child/children is ill, the residential parent should give twenty-four (24) hour notice, if possible, so appropriate plans can be made. However, if more than one day of any parenting time period is missed due to non-emergency and/or non-critical illness, then any missed parenting time shall be made up as soon as practicable.

(5) Car Seat: For any and all child/children required by law to ride in a car seat, the parents shall transfer the car seat with the child/children as parenting time exchanges occur.

(6) Current address and phone number: Each parent must keep the other informed of his/her current address and telephone number at all times. Any change of address, or phone number is to be reported to the other parent within forty-eight (48) hours.

(7) Moving: Upon either parent learning of, or determining that he/she will be moving, whichever occurs first, he/she shall immediately notify the other parent except in those circumstances wherein notice is not required by R.C. 3109.051(G) and provide the other parent with the moving date, new residence address and telephone number, and such other pertinent information necessary to effectuate a smooth transition for the child/children. The parents shall attempt, in good faith, to renegotiate an appropriate and beneficial new Parenting Time schedule. However, in the event the parties are unable to do so, the non-residential parent shall, at a minimum, automatically be entitled to parenting time under the appropriate schedule as established within this rule, to be determined by distance between the parties and the child's age until a Court order modifying parenting time is entered. Neither parent may remove the child/children from Scioto County or its contiguous Ohio counties and establish residence for them in another county without a Court order or an agreement signed by the parents and filed with the Court. This rule shall not be construed to contradict any provision contained in the Court's Local Rules. Specifically, this provision is to be read in conjunction with the provisions of Scioto D.R. Rule 1.13.

(8) Access to records: Both parents shall have access to all medical, dental, optometric, psychiatric and psychological records of the minor child/children and may consult with any treating physician, dentist, or other health care provider to the child/children. Both parents shall execute any authorizations or releases necessary to release these records and documents to the other. Both parents shall retain the authority to consent to any necessary emergency medical treatment for the child/children. Each parent shall promptly notify each other of any health problems of the child/children.

Both parents shall have access to the child/children's school records. Both parents shall have the right to participate in parent-teacher conferences, school trips,

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school programs, and other school activities and events in which parents are invited to participate. The parent receiving the grade card shall give a copy to the other parent within three (3) days of receipt.

Both parents shall have access to babysitting, day care, nursery school and/or latchkey records of the child/children. Both parents shall be entitled to communicate with all physical care providers for the child/children. Either parent shall execute any authorizations or releases necessary to release the records to the other. Both parents shall have access to all religious records of the child/children. Both parents shall have the right to participate and attend all religious activities of the child/children.

(9) Clothing: The residential parent is responsible for providing sufficient, appropriate, clean clothing for every parenting time period, based on the lifestyle of the residential parent and the child/children. If the planned parenting time activities require special or unusual clothing needs, the non-residential parent must notify the residential parent at least two (2) days in advance of the parenting time period. If the child/children does not have the type of clothing requested, the residential parent is under no obligation to comply with the request. All clothing sent by the residential parent must be returned immediately after the parenting time period. The non-residential parent is not required to return the clothing washed and cleaned, unless the non-residential parent has parenting time with the child/children for a period in excess of four (4) days. Additionally, any clothing purchased by the non-residential parent and which the child/children are wearing upon their return to the residential parent after parenting time, shall be returned, washed and cleaned, by the residential parent to the non-residential parent at the next parenting time period.

(10) One-Hundred (100) mile provision: In the event that the parties reside more than one-hundred (100) miles from each other, either party may petition the Court to modify this parenting time schedule.

(D) ANY KEEPER OF RECORDS WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER, OR DIVISION (H) OF SECTION 3109.051 OF THE OHIO REVISED CODE, AND ANY SCHOOL OFFICIAL OR EMPLOYEE WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER OR DIVISION (J) OF SECTION 3109.051 OF THE OHIO REVISED CODE IS IN CONTEMPT OF COURT. WILLFUL NON-COMPLIANCE BY A PARENT WITH THIS ORDER MAY RESULT IN A FINDING OF CONTEMPT RESULTING IN THIRTY (30) TO NINETY (90) DAYS INCARCERATION, A \$250.00 TO \$1,000.00 FINE, OR BOTH AND AN AWARD OF THE MOVING PARENT'S ATTORNEY FEES AND COSTS.

RESIDENTIAL PARENT	EVEN NUMBER YEARS	ODD NUMBER YEARS
Summer Break (alternate week-to-week)	First Sunday at end of school	
14 Day Exclusive Summer	Priority with proper notice	
Thanksgiving	Wednesday 6 p.m. –	

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	Sunday 6 p.m.	
Christmas	Christmas Eve 12 p.m. – Christmas Day 12 p.m.	Christmas Day 12 p.m. – Dec. 31 st 6 p.m.
New Years	Dec. 31 st 6 p.m. – Jan. 1 st 6 p.m.	
Spring Break	As determined by school district (6 p.m. on last day of school to 6 p.m. on day before returning to school)	
Easter (In event holiday does not fall over spring break)	Sunday 9 a.m. – 6 p.m.	

NON-RESIDENTIAL PARENT	EVEN NUMBER YEARS	ODD NUMBER YEARS
Summer Break (alternate week-to-week)		First Sunday at end of school
14 Day Exclusive Summer		Priority with proper notice
Thanksgiving		Wednesday 6 p.m. – Sunday 6 p.m.
Christmas	Christmas Day 12 p.m. – Dec. 31 st 6 p.m.	Christmas Eve 12 p.m. – Christmas Day 12 p.m.
New Years		Dec. 31 st 6 p.m. – Jan. 1 st 6 p.m.
Spring Break		As determined by school district (6 p.m. on last day of school to 6 p.m. on day before returning to school)
Easter (In event holiday does not fall over spring break)		Sunday 9 a.m. – 6 p.m.

FATHER	MOTHER
Father's Day 9 a.m. – 6 p.m.	Mother's Day 9 a.m. – 6 p.m.
Trick or Treat 5 p.m. – 8 p.m. - odd years (on the designated night in the area he resides)	Trick or Treat 5 p.m. – 8 p.m. – even years (on the designated night in the area she resides)

Appendix A: Summary of Forms

**Forms Available from the
Scioto County Domestic Relations Court**

Scioto County DR Form 1:	Hearing Request
Scioto County DR Form 2:	UCCJEA Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act
Scioto County DR Form 3:	Affidavit of Indigency for Appointed Counsel
Scioto County DR Form 4:	IV-D Application for Child Support Services
Scioto County DR Form 5:	Financial Disclosure Affidavit
Scioto County DR Form 6:	Mutual Restraining Order
Scioto County DR Form 7:	Payment Explanation of Medical Expenses
Scioto County DR Form 8:	Contempt Notice
Scioto County DR Form 9:	Order to Show Cause
Scioto County DR Form 10:	CPO Notice to NCIC
Scioto County DR Form 11:	Successful Co-Parenting Registration Form
Scioto County DR Form 12:	Poverty Affidavit
Scioto County DR Form 13:	GAL Background Disclosure Statement

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Scioto County DR Form 14: GAL Appointment Entry

Scioto County DR Form 15: GAL Application

Scioto County DR Form 16: Early Conflict Resolution Referral Form