



COURT OF COMMON PLEAS, MONTGOMERY COUNTY
DOMESTIC RELATIONS DIVISION

DENISE L. CROSS, ADMINISTRATIVE JUDGE

JUDITH A. KING, JUDGE

PRO-SE INSTRUCTIONS FOR DISSOLUTIONS WITH CHILDREN

READ ALL INSTRUCTIONS PRIOR TO COMPLETING THIS PACKET. IN ADDITION TO THE FORMS ATTACHED HERETO, YOU MUST PREPARE A PETITION WITH WAIVER OF SERVICE AND A SEPARATION AGREEMENT TO SUBMIT WITH YOUR INITIAL FILING. YOU ALSO WILL NEED TO PREPARE A DECREE TO SUBMIT PRIOR TO YOUR FINAL HEARING. THESE DOCUMENTS ARE NOT INCLUDED WITHIN THIS PACKET, AND ARE NOT PROVIDED BY THE COURT.

The court reviews all paperwork submitted by individuals representing themselves for compliance with local and state rules and laws. ALL EMPLOYEES OF THE DOMESTIC RELATIONS COURT ARE PROHIBITED BY LAW TO OFFER LEGAL ADVICE OR TO ASSIST YOU IN FILING FOR A DISSOLUTION. ALL THE INFORMATION WE CAN PROVIDE IS IN THIS PACKET. We recommend that you seek advice from an attorney.

Notice: This packet of forms and instructions are provided as a courtesy by the Domestic Relations Court. Using these forms does not relieve you of your responsibility for complying with the Ohio Rules of Civil Procedure and the Local Rules of this Court with regard to the requirements for filing a dissolution/divorce.

COST: \$325 Administrative Clerk Fee (Deposit)

Required documents with amount of copies needed:

- 1. Petition for Dissolution with Waiver of Service** **NOT ATTACHED**
This is a legal pleading that must be created. The Court does not provide this form for you. Use the checklist on page 4 to create this document.
Submit Original & 5 copies
- 2. Separation Agreement** **NOT ATTACHED**
This is a legal pleading that must be created. The Court does not provide this form for you. Use the checklist on pages 4 to create this document.
Submit Original & 5 copies
- 3. Affidavit of financial disclosure** **ATTACHED**
*There are 2 affidavits of financial disclosure attached. Each party must submit their own affidavit. The court **does not** accept waivers of these affidavits.*
Submit Original & 2 copies

4. Information for Parenting Proceeding Affidavit **ATTACHED**
Complete all the information on the attached affidavit. The signature must be notarized.
 Submit Original & 2 copies
5. Questionnaire **ATTACHED**
This booklet must be typed, or printed legibly.
 Submit the Original Only
6. Child Support Computation Worksheet **ATTACHED**
This document must be completed and cannot be waived. Include any deviations from the guidelines on line 24 of this worksheet.
 Submit Original & 5 copies
7. Application for Child Support Services **ATTACHED**
This form must be completed by the custodial parent.
 Submit the Original & 2 copies

The following paperwork is to be submitted at least 7 business days prior to the final hearing. The final hearing WILL NOT go forward if the Court has not approved these documents.

8. Decree of Dissolution **NOT ATTACHED**
This is a legal pleading that must be created. The Court does not provide this form for you. Use the guidelines on page 5 to create this document.
 Submit Original & 5 copies
9. Support Enforcement Agency Information Sheet **ATTACHED**
Attach this yellow form to the decree of dissolution that you will create.
 Submit the original & 2 copies

FILING PROCEDURES

When all paperwork is properly completed, signed and notarized, send your documents to the Public Legal Specialist located at the Domestic Relations Court, 301 West Third Street, Second Floor, Dayton, Ohio 45422. The court will review it. If there are corrections, you will be notified by letter what corrections are needed. You may also leave a phone number if you wish to pick up your paperwork.

If your paperwork is correct, it will be mailed back to you with an approval letter informing you to file the case with the Domestic Relations Clerk's Office at 41 North Perry Street, lower level. The filing deposit will be due at that time. All parties will receive a letter from the Assignment Commissioner setting the case for a final hearing date. Hearing dates for Dissolutions are no earlier than 31 days from the day of filing, nor more than 90 days from the day of filing.

At the hearing you will be questioned by the Judge. If everything is in correct order, the Judge will grant your Dissolution of Marriage. **NOTE: BOTH PARTIES MUST BE PRESENT AT THE HEARING.**

* *WE DO NOT PROVIDE THESE FORMS TO YOU. You must obtain the "Petition for Dissolution," "Waiver of Service," "Separation Agreement," and "Decree" from someplace else. Do **not** use "EZ Legal Forms."*

** *ALL FORMS LISTED IN THIS PACKET ARE MANDATORY. WE DO NOT ACCEPT WAIVERS OF ANY OF THESE FORMS*

USE THE FOLLOWING GUIDELINES IN PREPARING THE PETITION FOR DISSOLUTION, SEPARATION AGREEMENT AND FINAL DECREE OF DISSOLUTION. IF DOCUMENTS HAVE BEEN PURCHASED ON-LINE; THEN BE SURE THAT THE DOCUMENTS FOLLOW THESE SAME GUIDELINES:

Petition for dissolution:

This document is your responsibility to prepare. It must be typed on 8 ½" x 11" paper with a 2 ½" top margin. The petition must contain a case caption at the top. (Refer to the top of the Affidavit of financial disclosure or to Local Rule 4.08 for proper caption formatting.) The body of your document must be in complete sentence format, and must contain the following information:

1. Time of residency (state) for both petitioners;
2. Date of the marriage;
3. Location of the marriage;
4. Number of children born to parties (include names/dates of birth);
5. Expectant issues (pregnant)—*if yes, include due date*;
6. Waiver of service of summons;
7. Petitioner's request for approval of separation agreement;
8. The petition must be signed by both petitioners.

Separation Agreement:

This document is your responsibility to prepare. It must be typed on 8 ½" x 11" paper with at 2 ½" top margin. The body of the document must be in complete sentence format and must —at minimum— contain the following information:

1. Time of residency (state) for both petitioners;
2. Number of children born during the marriage;
3. Real Estate—explain the division of real estate;
4. Allocation of parental rights and responsibilities;
5. Health Care provision (SEE THE ENCLOSED NOTICE);
6. Paternity Language, *if applicable* (SEE THE ENCLOSED NOTICE);
7. Standard Order of parenting time (SEE THE ENCLOSED NOTICE);
8. Child support language --*must be stated on per month per child basis—rounded to the nearest dollar—*(SEE THE ENCLOSED NOTICE);
9. Emancipation (SEE THE ENCLOSED NOTICE);
10. Life Insurance;
11. Income tax Exemptions;
12. Division of property;
13. Division of debts;
14. Spousal Support;
15. Motor Vehicles;
16. Pensions/Retirement (including 401K, IRA's,)
17. Stocks/Bonds;
18. Financial Accounts;
19. Income Taxes;
20. The Separation Agreement must be signed by both parties and witnessed by 2 witnesses.

Final Decree of Dissolution

This document is your responsibility to prepare. It must be typed on 8 ½" x 11" paper with at 2 ½" top margin. The body of the document must be in written as an Order and be in complete sentence format and must —at minimum—contain the following information:

1. Time of residency (state);
2. Date of marriage, city and state where you got married;
3. Number of children born during the marriage;
4. Date of the final hearing;
5. Any amendment to the separation agreement (per letter from Chief Magistrate);
6. Administrative Clerk Fees;
7. Signature block for petitioners;
8. Signature block for Judges;
9. Notice of final appealable order, etc

NOTICE

DO NOT USE THE LANGUAGE ALREADY PROVIDED IN THE LAW PACK FOR VISITATION (NKA PARENTING TIME), CHILD SUPPORT, SPOUSAL SUPPORT OR HEALTH INSURANCE. THESE SECTIONS DO NOT COMPLY WITH LOCAL RULES OF COURT. YOU WILL HAVE TO RETYPE THESE SECTIONS OF YOUR SEPARATION AGREEMENT AND DECREE USING THE FOLLOWING LANGUAGE. PLEASE FOLLOW THE INSTRUCTIONS PROVIDED IN BOLD WHEN INSERTING THIS LANGUAGE IN YOUR DOCUMENTS.

1. PARENTING TIME:

You must indicate that parenting time with the non-residential parent will be pursuant to this court's Standard Order of Parenting Time, at a minimum, and at all other times, which the parties can agree upon. If you desire to adjust those times, or restrict parenting time in any way, you must detail the changes and the reasons.

2. CHILD SUPPORT:

Support must be rounded to the nearest dollar. Figure your child support by completing the Child Support Computation Worksheet. Insert the amount of your child support and/or spousal support. Do not modify or delete it this language.

"IT IS THEREFORE ORDERED that Obligor shall pay as and for child support, \$_____ per child per month for ____ children, and for spousal support \$_____ per month to be discharged in equal amounts according to the pay schedule of the Obligor. These payments must be made through the Ohio Child Support Payment Central (OCSPC) P.O. Box 182394, Columbus, Ohio 43218-2394. Obligor shall make said payments by certified check, or money order, plus the 2% service fee to the OCSPC, until such time as said amounts are withheld by the Withholding Notice issued herewith."

3. EMANCIPATION:

Please indicate in your agreement when child support will stop. If you do not address this matter in your agreement, you will receive a letter from the Chief Magistrate requesting you amend your document.

? Will child support continue beyond the child's 19th birthday if he/she is still enrolled as a full time student at an accredited high school?

4. WITHHOLDING:

Select the appropriate circumstances. Use one or more of these five options, inserting the proper information.

- (a) Obligor is employed. A Notice to Withhold shall issue to Obligor's employer, (*insert name of employer and payroll address*).
- (b) Obligor is not employed, but receives Workers' Compensation. A Notice to Withhold shall issue to the Ohio Bureau of Workers' Compensation, (**account number**).
- (c) Obligor is self-employed, or has assets or income available for withholding. A Notice to Withhold shall issue to (*insert financial institution, pension fund, annuity, etc., name and address and Obligor's account number*).
- (d) Obligor has no assets or income available for withholding, but is able to post a cash bond to guarantee payment of support. An Order to Post Cash Bond in the amount of \$ (**\$500 to \$10,000**) shall issue.
- (e) Obligor is not employed and does not have funds or assets from which support can be paid or secured. An Order to Seek Work shall issue. (**The decree may provide for a \$50 per child per month support obligation and must also provide for a review hearing on the Obligor's efforts to find work**).

5. REQUIRED LANGUAGE: Please include all of these paragraphs in your Agreement. Do NOT delete or modify these paragraphs, or your document will not be approved for filing.

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 OCSPC may be deemed a gift.

IT IS FURTHER ORDERED that obligor and obligee notify the SEA 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 SEA immediately of any change in either addresses, phone numbers or drivers license numbers shall continue until further notice of the court.

IT IS FURTHER ORDERED that the obligor shall notify the SEA immediately, in writing, of any change in employment status or employer. This duty to notify the SEA 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 SEA 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 effect 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 SEA immediately, in writing, of remarriage if the remarriage would terminate the obligation to pay spousal support.

IT IS FURTHER ORDERED that both parties shall take notice of the Obligee's Rights and Remedies for Enforcement of Support, attached hereto, available to the obligee in the event the obligor fails to make payment of support as ordered herein.

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.

6. HEALTH INSURANCE:

Please include one of these four options under the health insurance provision for the minor child/children. Do not modify the paragraph you choose.

(a) If health insurance is to be provided by Obligor's Group Insurance:

IT IS THEREFORE ORDERED that Obligor shall provide group health insurance coverage, for the dependent children pursuant to the Dependent Health Care Order/Qualified Medical Child Support Order filed herewith.

IT IS FURTHER ORDERED that Obligor and Obligees shall take notice of the Standard Order of Health Care Needs for Dependent Children attached hereto and incorporated herein by reference.

*Obligees shall be responsible for the first \$100 incurred per child per calendar year of **uninsured** medical, dental, and optical expenses.*

*Costs of the remaining medical, dental, optical **and all** psychological expenses, shall be shared by Obligor and Obligees in amounts equal to their percentage of total income found on Line 16 of the Child Support Computation Worksheet, unless otherwise agreed as follows: _____.*

(b) If health insurance is to be provided by Obligees' group insurance:

IT IS THEREFORE ORDERED that Obligees shall provide group health insurance coverage, for the dependent children pursuant to the Dependent Health Care Order/Qualified Medical Child Support Order filed herewith.

IT IS FURTHER ORDERED that Obligor and Obligees shall take notice of the Standard Order of Health Care Needs for Dependent Children attached hereto and incorporated herein by reference.

*Obligees shall be responsible for the first \$100 incurred per child per calendar year of **uninsured** medical, dental, and optical expenses.*

*Costs of the remaining medical, dental, optical **and all** psychological expenses, shall be shared by Obligor and Obligees in*

amounts equal to their percentage of total income found on Line 16 of the Child Support Computation Worksheet unless otherwise agreed as follows: _____

(c) In the event both Obligor & Obligees have group health insurance available:

IT IS THEREFORE ORDERED that Obligor and Obligees shall provide group health insurance coverage, for the dependent children pursuant to the Dependent Health Care Orders/Qualified Medical Child Support Order filed herewith.

IT IS FURTHER ORDERED that Obligor and Obligees shall take notice of the Standard Order of Health Care Needs for Dependent Children attached hereto and incorporated herein by reference.

*Obligees shall be responsible for the first \$100 incurred per child per calendar year of **uninsured** medical, dental, and optical expenses.*

*Costs of the remaining medical, dental, optical **and all** psychological expenses, shall be shared by Obligor and Obligees in amounts equal to their percentage of total income found on Line 16 of the Child Support Computation Worksheet, unless otherwise agreed as follows: _____*

(d) In the event neither Obligor nor Obligees has group health insurance available for a reasonable cost.

*IT IS THEREFORE ORDERED since no health insurance for dependent children is available at a reasonable cost, Obligees shall be responsible for the first \$100 incurred per child per calendar year of **uninsured** medical, dental, and optical expenses.*

*Costs of the remaining medical, dental, optical **and all** psychological expenses, shall be shared by Obligor and Obligees in amounts equal to their percentage of total income found on Line 16 of the Child Support Computation Worksheet, unless otherwise agreed as follows: _____*

IT IS FURTHER ORDERED that Obligor and Obligees shall take notice of the Standard Order of Health Care Needs for Dependent Children attached hereto and incorporated herein by reference.

IT IS FURTHER ORDERED that if, after the issuance of this order, group health insurance becomes available for the dependent children at a

reasonable cost through a plan offered by the Obligor's or Obligee's employer or through any other group health insurance plan available to Obligor or Obligee, said party shall immediately notify the Montgomery County Support Enforcement Agency, 14 West Fourth Street, Room 530, Dayton, Ohio 45422-3080, in writing of the available insurance, company name, address and policy number.

7. PATERNITY LANGUAGE: (Use the appropriate paragraph, if applicable).

(a) Finding of Non-Paternity and Removing A Father From A Birth Record:

IT IS THEREFORE ORDERED that [husband] is found not to be the father of the child(ren) [name], DOB [date], born during the term of the marriage. The Ohio Department of Health is hereby ORDERED to create a new birth certificate removing [man listed on birth record] as the father from the birth record of the child [name] whose date of birth is [DOB].

(b) Finding of Paternity and Adding A Father To A Birth Record:

*IT IS THEREFORE ORDERED that [husband] is found to be the father of the child(ren) [name], DOB [date], born prior to the marriage of the parties, but acknowledged by the parties as their issue and therefore considered as if born during the term of the marriage. **[The Ohio Department of Health is hereby ORDERED to create a new birth certificate adding [husband] as the father of the child [name] whose date of birth is [DOB].]***

(c) Finding of Paternity, Removing A Father From A Birth Record and Adding A New Father To A Birth Record:

IT IS THEREFORE ORDERED that [Former Father] is found not to be the father of the child(ren) [name], DOB [date], and that [husband] is found to be the father of the child(ren) [name], DOB [date], born prior to the marriage of the parties, but acknowledged by the parties as their issue and therefore considered as if born during the term of the marriage. The Ohio Department of Health is hereby ORDERED to create a new birth certificate removing [man listed on birth record] as the father from the birth record of the child [name] whose date of birth is [DOB] and adding [husband] as the father of the child [name] whose date of birth is [DOB].

ATTACHED TO ANY ORDER CHANGING A BIRTH CERTIFICATE SHALL BE A SIGNED "DETERMINATION OF PATERNITY" FORM WHICH SHALL BE COMPLETED AND TRANSMITTED TO THE CENTRAL PATERNITY REGISTRY.