

DR-7.1

IN THE COURT OF COMMON PLEAS, OTTAWA COUNTY, OHIO

STANDARD CHILD SUPPORT ORDERS WITH A DEVIATION

1. In the event that the Court did not deviate the child support amount, the _____ (hereinafter referred to as the “Obligor”) would have paid to the _____ (hereinafter referred to as the “Obligee”), as and for current support of the parties’ minor child(ren), the sum of \$_____ per month, cash medical support in the amount of \$_____ per month, plus a processing fee of \$_____, for a total monthly child support obligation of \$_____. This child support amount is calculated pursuant to the State of Ohio Guidelines for the Establishment of Support and based upon an annual gross income of \$_____ for the Obligor; an annual gross income of \$_____ for the other parent; and the Child Support Computation Worksheet, attached hereto as Exhibit A-1 and incorporated herein.

2. Such child support amount shall not be ordered however. The parents agree that there shall be a deviation of child support pursuant to Ohio Rev. Code §3119.22 or §3119.23 in that it would be unjust or inappropriate and would not be in the best interest of the child because of the following:

- special and unusual needs of the children, including needs arising from the physical or psychological condition of the child or children;
- other court-ordered payments;
- extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child or children for parenting time;
- financial resources and the earning ability of the child;
- the relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent;
- the Obligee’s income, if the Obligee’s annual income is equal to or less than one hundred percent of the federal poverty level;
- benefits that either parent receives from remarriage or sharing living expenses with another person;
- the amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both of the parties;
- significant in-kind contributions from a parent;
- Extraordinary work-related expenses incurred by either parent;
- the 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; the educational opportunities that would have been available to the child had the circumstances requiring a court order for support not arisen; the responsibility of each parent for the support of others, including support of a child or children with disabilities who are not the subject to the support order; Post-secondary educational expenses paid for by a parent for the parent's own child or children, regardless of whether the child or children 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 or children that exceed the maximum statewide average cost estimate provided in division (O)(1)(d) of section 3119.05 of the Revised Code including extraordinary costs associated with caring for a child or children with specialized physical, psychological, or educational needs; or other reason:

AND/OR IF SHARED PARENTING ORDERED

the amount of time the children spend with each parent; parenting time order that exceeds 90 overnights per year; the ability of each parent to maintain adequate housing for the children; each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and any other expense deemed relevant (identify: _____); or for other reason:

Therefore, the parties agree and the Court hereby orders that the Obligor shall pay child support in the amount of \$_____ per month, cash medical support in the amount of \$_____ per month, plus a processing fee of \$_____ per month, for a total monthly obligation of \$_____. The Child Support Computation Worksheet is attached hereto as Exhibit A-2 and incorporated herein.

4. The Obligor's child and medical support obligations shall commence on _____ and shall be payable in a manner consistent with the Obligor's pay cycle, or monthly if not paid by mandatory wage withholding or financial institution directive, and through the Ottawa County Child Support Enforcement Agency ("CSEA"). The CSEA is hereby directed to issue a withholding order to Obligor's Payor/Financial Institution: (insert name and address)

5. The Obligor or the Obligee must immediately inform the Ottawa County Child Support Enforcement Agency ("CSEA") of any changes in private health insurance coverage for the child(ren).

6. Unless otherwise ordered by the Court, any and all child support arrearages in existence upon the filing of this Order owed by the Obligor to the Obligee shall be liquidated by the Obligor at a monthly payment equal to twenty percent (20%) of his/her regular monthly child support payment. With the exception of court orders which limit enforcement under Ohio Revised Code Section 3123.22, nothing herein prohibits CSEA from taking an Obligor's income tax refund, their employment related lump sum payment, seizing financial accounts, or pursuing all other available enforcement remedies when delinquent arrears exist.

7. At no time whatsoever shall the Obligee deny the Obligor parenting time with the parties' minor child(ren) because of any failure of the Obligor to pay his/her support obligations as set for herein.

8. At no time whatsoever shall the Obligor's support obligation be escrowed, impounded or withheld from the Obligee because of any alleged denial of or interference by the Obligee with the Obligor's right of parenting time or as a method of enforcing any of the specific provisions dealing with the Obligor's parenting time as contained in this order.

9. Said child support shall continue until such time as a minor child becomes emancipated or until further order of the Court. The duty of support shall continue beyond the age of majority so long as the child continuously attends a recognized and accredited high school on a full time basis on and after the child's eighteenth birthday. However, the duty to pay child support shall not continue beyond the date that the child reaches nineteen years of age, unless there exists a

court-ordered duty or a provision contained in a Separation Agreement providing for the continuation of support. The obligation to pay child support continues during periods of seasonal vacation unless provided for otherwise by this Court.

10. The Obligee is enjoined from accepting and the Obligor is enjoined from making any support payments which are not paid through Ohio Child Support Payment Central or the CSEA. Any current or delinquent support payments made directly by the Obligor to the Obligee shall be deemed a gift.

Pursuant to Ohio Rev. Code §§ 3121.29, each party to this support order must notify the CSEA 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. 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 and you willfully fail to make the required notifications, you may be found in contempt of court and be subjected to fines up to \$1,000 and imprisonment for not more than 90 days.

If you are and Obligor and you fail to make the required notifications you may not receive notice of the following enforcement actions against you: imposition of liens against your property; loss of your professional or occupational license, driver's license, or recreational license; withholding from your income; access restriction and deduction from your accounts in financial institutions; and any other action permitted by law to obtain money from you to satisfy your support obligation.

Pursuant to Ohio Rev. Code Section 3121.036, the Obligor shall immediately notify the CSEA in writing of any change in the Obligor's income source or financial accounts and of the availability of any other sources of income or accounts that can be the subject of a withholding or deduction order. This duty to notify the Child Support Enforcement Agency shall continue until further notice from the Court. A failure to provide such notification may make the Obligor liable for retroactive support that would otherwise have been ordered.

11. **WITHHOLDING AND DEDUCTION:** All support under this order shall be withheld from the income or assets of the Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with

chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code or a withdrawal directive issued pursuant to Section 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.

Until such time as a withholding order or deduction notice is in effect for full payment, the Obligor shall submit independently so as to discharge his/her child support obligation by making payments directly to Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372. Child support payments shall be paid by check or money order and any payments shall include all of the following: (1) Obligor's name; (2) this court case number; (3) the SETS number (starts with a 70 number); and (4) the Obligor's social security number. The Obligor may contact the CSEA at 8043 W. State Route 163, Oak Harbor, Ohio 43449 for further information about where and how to remit support payments.

12. **NOTIFICATION REQUIREMENTS:** You must notify the CSEA in writing, 8043 W. State Route 163, Oak Harbor, Ohio 43449 concerning any of the following events within 10 days of their occurrence:

THE OBLIGOR:

- If you stop working for any reason, or your pay either increases or decreases;
- If you start to receive unemployment benefits;
- If you change jobs;
- If you start to receive sick leave, disability benefits or workers compensation;
- If you retain bank accounts
- If you retire;
- If you receive a sum of money from any source, over \$150.

THE OBLIGEE:

- If you stop working for any reason, or your pay either increases or decreases;
- **NOTIFICATION REGARDING TERMINATION OF ORDER:** If any of the following events happen, which would require the termination of the child's support order:
 - a child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the child-support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age;

- a child ceasing to attend an accredited high school on a full-time basis after attaining the age of majority, if the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age;
- a provision contained in a Separation Agreement providing for support of a child over the age of 19 is no longer being met;
- a child's death;
- a child's marriage;
- a child's emancipation;
- a child's enlistment in the armed services when a child is no longer attending an accredited high school on a full-time basis;
- a child's deportation; or
- a change of legal custody of the child, which includes but is not limited to the granting of permanent custody of the child to a public children services agency or the termination of parental rights of the Obligor through another Court action;
- a child's adoption; and
- the Obligor's death.

13. **SEEK WORK ORDER:** Pursuant to Ohio Rev. Code § 3121.03(D), should the Obligor remain or become unemployed, he/she shall seek work, and thereby register with OhioMeansJobs.com (using your name as listed in this Order if not already registered), create and maintain a searchable resume on OhioMeansJobs.com, and routinely make a good faith effort in obtaining employment. Obligor shall report his/her efforts on seek work forms that will be provided and shall be responsible for obtaining verification of his/her seek work efforts for all times s/he does not have the requisite forms. Additionally, the Obligor shall notify CSEA on obtaining employment, obtaining any income, or obtaining ownership of any asset with a value of five hundred dollars or more. **A willful failure to comply with the foregoing obligation is contempt of court.**

14. **MONTHLY ADMINISTRATION OF THE ORDER:** Regardless of the frequency or the amount of support payments to be made under this Order, the CSEA shall administer it on a monthly basis, in accordance with Ohio Revised Code Sections 3121.51 to 3121.54. Payments under this order are to be made in the manner ordered by this Court or the CSEA. If the payments are to be made other than on a monthly basis, the required monthly administration of the Order does not affect the frequency or the amount of the support payments to be made under this Order.

JUDGE BRUCE WINTERS