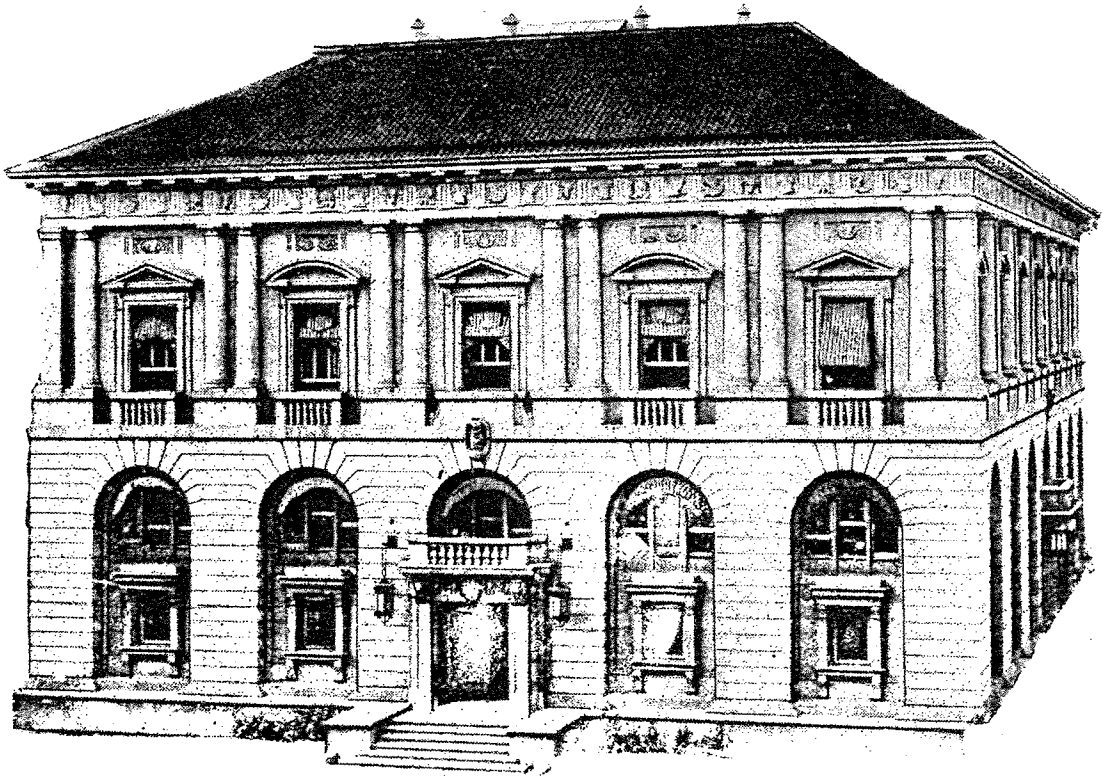
RULES OF COURT
COURT OF COMMON PLEAS
OF PUTNAM COUNTY



IN THE COURT OF COMMON PLEAS OF PUTNAM COUNTY, OHIO

IN THE MATTER OF

LOCAL RULES OF COURT JUDGMENT ENTRY

In accordance with Article IV, Section V (B) of the Ohio Constitution Civil Rule 83, and Criminal Rule 57, the following rules of Court for practice and procedure in the General Trial division, Domestic Relations Division, and Criminal Division are hereby adopted as the Local Rules adopted by this Court on the **13th day of January, 2012**. These Local Rules supersede and replace all prior Local Rules adopted by this Court.

The Clerk of Courts shall provide copies to all other duly licensed to practice law before this Court upon written request thereof.

JUDGE RANDALL L. BASINGER

COURT OF COMMON PLEAS COURT
TERESA J. LAWYER, CLERK
PUTNAM COUNTY, OHIO
2012 JAN 13 P 1:23

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RULE 1

COURT SESSIONS

In accordance with R.C. 2301.05, the annual term of Court is divided into three sessions of Court beginning January 1, May 1, and September 1 of each year.

RULE 2

GENERAL PROCEDURES

Security for Costs

No civil action or proceeding shall be accepted by the Clerk for filing unless the party or parties offering the same for filing shall have first deposited a sum to secure the payment of the costs that may accrue in such action or proceeding except as otherwise provided by law. Such advance deposit shall be in accordance with the following schedule:

A. Civil Petitions, Complaints, Divorce, or Dissolution..... $250.00

In Domestic Relations Cases involving the allocation of parental rights and responsibilities including visitation, each party shall be responsible for A-OK payment at time of class.

Foreclosure.....$450.00

Precipe for Order of Sale.....$500.00

Counterclaims, Crossclaims or Third Party Claims..... $200.00

With service by publication, an additional ..... $ 25.00

B. Proceeding in aid of execution .....$ 40.00

C. After a case is concluded, upon motion being filed to reopen .....$ 75.00

If such motion involves the allocation of parental rights and responsibilities including visitation, each party shall be responsible for A-OK payment at time of class.

If said motion or application is accompanied by a Judgment Entry determining said issue, and in which Court costs can be immediately determined, the costs shall be paid concurrently with the filing. .....$ 50.00

Any Affidavit or notice concerning emancipation of a child to the Child Support Enforcement Agency and resulting in a Court order for the termination of support shall not require any deposit or fees.

In expungement proceedings $50.00

The above rule shall not apply to a judgment taken on a cognovit note, in which case the deposit shall be $35.00, which includes a sum of $10.00 to be paid to counsel for defendant.

However, if a party files a poverty affidavit, this rule shall not apply and the clerk shall proceed as if the deposits were made.

D. Fourteen days prior to a jury trial an additional $300.00 is to be posted with the Clerk of Courts.

E. The per diem jail costs for purposes of reimbursement are $55.00 per day. Said costs are payable pursuant to the resolution of the Putnam County Board of County Commissioners under Ohio Revised Code Section 341.1

F. All defendants ordered to complete community service shall pay a fee of $50.00 per 100 hours of community service. The fee shall be collected as court costs and payable to the Putnam County Department of Human Services, Jobs Program.

RULE 2-A

SPECIAL PROJECT FUNDS

All funds collected pursuant to this rule shall be paid to the County Treasurer and maintained by the County Auditor in a separate account, to be disbursed, upon an order of the Court of Common Pleas and subject to appropriation by the Board of County Commissioners, to acquire and pay for special projects of the Court.

Pursuant to the authority of R.C. 2303.201(E)(1) it is determined that for the efficient operation of the Court, the fee of $50.00 shall be charged at the commencement of all civil, domestic relation, and criminal cases effective February 1, 2009.

RULE 3

CIVIL ACTIONS: PLEADINGS, MOTIONS, HEARINGS

Documents

All pleadings motions shall be legibly typewritten on 8 ½ x 11" paper or printed on paper securely bound at the top. The caption in every complaint shall state the name and address, if know, of each party. Each complaint shall also state in the caption the general nature of the action, e.g. action of divorce, dissolution, foreclosure, personal injury, contract, injunction, habeas corpus, declaratory judgment et al. Subsequent pleadings, motions, briefs, or other litigation documents shall set forth the case number, the name of the first party plaintiff and the first party defendant. The Clerk is authorized to refuse to accept for filing any document which does not comply with the above.

Rule Day Extensions

Civil Rule 12 prescribing Rule Day for Pleadings will be enforced. Extensions of time will be granted only by written order of the Court.

Hearing and Submission of Motion

All motions shall be accompanied by a brief stating the grounds thereof and citing the authorities relied upon. The opposing counsel or party may file an answer brief by the fourteenth day after the day on which the motion was filed. The moving party may file a reply brief by the twenty-first day following the day on which such motion was filed. On the twenty-first calendar day after the motion was filed, the motion shall be deemed submitted to the Court. Oral arguments will be ordered only when requested by the parties or otherwise ordered by the Court.

Summary Judgment Motions

Unless otherwise ordered by the Court, motions for summary judgment shall be heard on briefs and other materials authorized by Civil Rule 56(C) without oral arguments thirty days after service of the Motions upon opposing party. If an adverse party also files a motion for summary judgment, the hearing date shall be extended to thirty days from the service upon the opposing party of the latter motion.

No motion shall be filed in any case after it has been set for pre-trial without leave of the trial judge first obtained, who may establish the times for filing of briefs and submission of the motion.

RULE 3.1

FACSIMILE FILINGS

The filing of pleadings and other papers may be made by electronic means. Any signature on electronically transmitted pleading or papers shall be considered that of the attorney or party it purports to be for all purposes. If it is established that the pleadings or papers were transmitted without authority, the Court Shall order the filing stricken.

Attorneys shall limit requests for facsimile transmission to filings of an emergency or time-critical nature. This facility is only to be used in appropriate circumstances. The Court reserves the right to revoke this privilege from any attorney who appears to be abusing the privilege as documented on the fax log maintained by the Clerk of Courts.

All pleadings, **except an original complaint,** or other papers may be filed with the Clerk by facsimile transmission subject to the following provisions:

(A) A fax document will be accepted as **original** and the signature accepted as original consistent with Civil Rule 5(E) **except in the filing of a new case**. The sending party must supply the Clerk with appropriate copies with **a notation of "Previously Faxed Document"** prescribed by these rules for service on parties within three business days from the date of the transmission. It shall **not** be the responsibility of the Clerk to make copies of the fax transmission for service on interested parties.

(B) The attorney must telephone the Clerk's Office if a praecipe of any nature is being faxed (Subpena, Service of Summons, Reissued Service, etc.).

(C) Documents must be no longer than ten pages.

(D) The Attorney must transmit the item to a phone number specified by the Clerk. Such time will ordinarily be within the normal business hours.

(E) The attorney must use a cover sheet when making transmissions and provide all required information. Fax transmissions without a cover sheet will not be accepted for filing. Papers for no more than one case can be transmitted with a given cover sheet.

(F) Any facsimile copy filed pursuant to this rule shall conform to the requirements of Civil Rules 10 and 11 in both form and substance, and shall be preceded in transmission by a cover page which includes the following information:

(1) Name and forwarding attorney;

(2) Address of forwarding attorney;

(3) Ohio Supreme Court registration number of attorney;

(4) Telephone number of attorney;

(5) Facsimile telephone number of attorney;

(6) Date and time of facsimile initiation; and

(7) Number of pages in document being forwarded.

(G) Court costs are three dollars ($3.00) per transmission, plus one dollar ($1.00) per page. All costs are on both incoming and outgoing documents.

RULE 4

ENTRIES

Unless the trial judge otherwise directs, counsel for the party in whose favor an order, decree, or judgment is rendered, shall within ten (10) days thereafter prepare the proper judgment entry, and submit it to the counsel for the adverse party, who shall approve or reject the same within five (5) days after the receipt thereof. The name of the counsel and of the trial judge shall be typed or printed upon the entry. When the entry is approved by counsel, it shall be so endorsed and presented to the Court for approval and if signed by him shall then be filed with the Clerk. If counsel are unable to agree upon the entry, it shall be submitted to the Court, who will direct what entry shall be made.

If counsel fail to present an entry within twenty (20) days after the order is decreed, or judgment is rendered, the judge may cause the proper entry to be prepared and filed without submission or notice to counsel or take such other action as may be appropriate under the circumstances.

Counsel shall promptly submit an entry of dismissal to the judge following settlement of any case. If counsel fail to present such an entry to the judge within twenty (20) days after representation to the Court that a case has been settled, the judge may order the case dismissed as for want of prosecution.

RULE 5

FILING OF DISCOVERY

Pursuant to Civil Rule 5(D), the Clerk shall accept for filing and service, Interrogatories, Request for Production of Documents, and Request for Admissions filed with the original Complaint. Thereafter, any party requesting discovery by Interrogatories, Request for Production of Documents, or Request for Admissions shall file with the Clerk as required by Civil Rule 26 through 37. The responding party shall then file with the Clerk and serve upon all parties his responses to the requested discovery.

RULE 6

JURY COSTS

Pursuant to R.C. 2335.28, the Clerk shall assess as costs all those expenses which are directly associated with the calling and serving of jurors in all civil cases unless otherwise ordered by the Court. Said expenses shall include, but not limited to jury view expenses, meals, lodging, and attendance fees.

AMENDMENT

LOCAL COURT RULE 7

In every Sheriff Sale of real property a deposit is required to be deposited with the Clerk of Courts office. Full payment of purchase price shall be required when sale has been confirmed by the court.

The Clerk of Courts shall not accept a Praecipe for Sheriff's Sale or issue a Notice of Sheriff's Sale unless a $500.00 deposit is made in the designated foreclosure case. This deposit and advertising requirements the Sheriff, or representative of his department shall conduct a sale on the first floor of the Courthouse at 10:00 A.M. on the designated date of sale unless otherwise announced.

The Sheriff shall enter the interior of all structures on the property to be sold and cause the appraisers, not fewer than three, to view the interior of the structure(s) and may use reasonable force, if necessary to allow such interior appraisal to occur prior to the sale. Each appraiser shall receive compensation of $50.00 for each parcel of land or structure appraised. The plaintiff will deposit sufficient funds to cover appraisal expenses at the time the praecipe is filed for the Sheriff's Sale. Appraisers will be paid for their services within 30 days of the appraisal, regardless of whether the property was actually sold or not.

All other court costs and sheriff sale fees will be paid following the completion of the sheriff sale and sheriff processing of the Sale Confirmation Judgment Entry.

THE STATE OF OHIO
Putnam County, ss

I, TERESA J. LAMMERS CLERK OF THIS COURT OF COMMON PLEAS, WITHIN AND FOR SAID COUNTY,

HEREBY CERTIFY THAT THE ABOVE AND FORE GOING IS TRULY TAKEN AND COPIED FROM THE ORIGINAL Court Rule

NOW ON FILE IN MY OFFICE

WITNESS MY HAND AND SEAL OF SAID COURT THIS 1st DAY OF May A.D. 2002

TERESA J. LAMMERS, Clerk

By Teresa Lammers Deputy

2001 MAY -3 P 12:

COMMON PLEAS COURT
TERESA J. LAMMERS, CLERK
PUTNAM COUNTY, OHIO

RULE 7

FORECLOSURE ACTIONS

Within five (5) days after the filing of any judgment of foreclosure, the attorney for the judgment creditor obtaining the judgment shall file a praecipe with the Clerk of Courts for an Order of Sale thereon. In the event such praecipe is not filed as provided herein, the Clerk of Courts shall, without further action by any party, automatically issue an Order of Sale pursuant to the Judgment Entry at the expiration of the five-day period.

RULE 8

PRE-TRIAL PROCEDURE

(A) Pre-Trials

All cases triable to a jury, and all other cases at the request of counsel or in the discretion of the Court, shall be regularly assigned for pre-trial conference in accordance with the provisions of Rule 16 of the Ohio Rules of Civil Procedure. The parties shall be present unless excused by the Court.

Counsel who are to try the case will be present at the pre-trial conference with authority to discuss all phases of the case with authority to negotiate toward settlement of the case, enter into stipulations, and conduct good faith negotiations.

If, after notice, counsel for any party fails to appear at the pre-trial conference, the Court may dispose of the case as though counsel had failed to appear for trial.

(B) Pre-Trial Statement

At the Court's discretion, counsel shall file within five (5) days of a pre-trial submit a "Pre-Trial Statement" containing the following required data:

1. The counsel who will be trial counsel and who is fully authorized to act and negotiate on behalf of the party.

2. A statement of the issues involved and a statement in writing of all questions of law which it is expected will be involved in cases.

3. All exhibits which are expected to be offered in evidence at the trial; an itemization of all special damages claimed; the names of all witnesses, both expert and non-expert and, expected to be called at the trial; whether or not a view will be requested; whether or not a jury trial if previously demanded, will not be waived, and if not, the number of jurors demanded, and whether the case is one where the issue of liability should be tried separately with a subsequent trial on the issue of damages if liability be found.

RULE 9

TRIAL BRIEFS

Preliminary to the trial of cases assigned for trial, counsel may within their discretion, or upon request of the judge, file trial briefs containing questions of law involved in the case. All trial briefs shall be furnished to opposing counsel.

RULE 10-A

SERVICE BY PUBLICATION

In any action where service is to be made by publication as authorized by Rule 4.4 ORCP, the attorney filing the necessary affidavit shall, at the time, furnish to the Clerk the form of notice of publication which is to be published. Such form shall comply with the requirements of the aforesaid Rule 4.4 ORCP.

RULE 10-B

PUBLICATION BY POSTING

A. Pursuant to the requirements of Civil Rule 4.4, this Court designates two (2) additional public places in the County, in addition to the Courthouse, where publication of service of process by "posting" shall be had, to-wit:

(1) the Courthouse Annex, c/o Putnam County Counsel on Aging, 336 East Main Street, Ottawa, Ohio 45875, or any other location to which it might relocate; and

(2) the Putnam County department of Human Services, 1225 East Third Street, Ottawa, Ohio 45875, or any other location to which it might relocate.

B. The Clerk of this Court shall cause the requisite notice to be posted in a conspicuous place and manner in the above denominated places for the requisite six (6) consecutive weeks. Upon completion of posting for six (6) consecutive weeks, the Clerk shall remove the notice, complete the return of service, file the same and notify counsel as provided by law.

RULE 11

NOTICE OF REPRESENTATION

It shall be the duty of any attorney upon accepting representation of the defendant in any civil or criminal matter to immediately notify the Court of such representation, even though his appearance may not as yet have been entered in the case.

RULE 12

CONTINUANCES

In cases assigned for trial, application for continuance must be supported by evidence of good cause for continuance, and when such application is based upon the absence of a witness, it must be supported by evidence of reasonable diligence on the part of counsel. All such applications for continuances must be approved by the judge, and if a jury has been called, the expense of calling such jury will be borne by the party requesting the continuance.

RULE 13

CONFIRMATION OF SALE

No confirmation of any sale by the Sheriff or by any master commissioner or receiver appointed by the Court shall be entered within one (1) week from the Monday following such sale unless consented to by all parties involved in such suit.

In foreclosure cases wherein property was purchased by Petitioner, sufficient costs, as determined by the Clerk of Courts, shall be deposited with the Clerk of Courts before the Sheriff shall issue the deed thereon

The appraiser fees for real property and chattel property is Fifty Dollars ($50.00) per parcel for each appraiser.

In partition cases, no election to take, or the report of partition, shall be confirmed within one (1) week following the report of the commissioners therein, unless the other co-tenants consent thereto in writing..

RULE 15

PARTITIONS

In partition cases, the Court will allow at least 50% of the attorney's fee to plaintiff's attorney, and upon proper showing may allow up to 50% to an attorney or attorneys representing defendants.

Maximum counsel fees in partition cases shall be:

10% on the first $1,000.00;
6% on the next $4,000.00;
4% on the balance up to $10,000.00; and
2% on all over $10,000.00

and the minimum fee to be paid is $50.00 payable in all cases to plaintiff's counsel, except when the partition has been ordered on a cross-complaint in which case, the fee shall be divided equally between counsel for plaintiff and counsel for such cross-complainant.

When the commissioners do not divide the land, the plaintiff shall report its value to the Court, and when the land is divided by the commissioners, the fee above provided for shall be calculated upon the reasonable value, or if appraised, on the appraised value of said land.

Such fees shall be paid under this rule without further order.

RULE 16

DOMESTIC RELATIONS

A. In all dissolution of marriage actions where only one party is represented by counsel, it must be affirmatively stated in writing by the unrepresented party and filed with the Clerk that said party waives representation by counsel and is proceeding without advice of counsel.

1. With every request for temporary custody, support, or spousal support, the affidavit required by the Civil Rules shall contain:

    a. The names and addresses of the parents of the children involved.
    b. The names and present ages, date of birth, social security numbers, and school attended of each child for whom custody or support is sought.
    c. The amount of the wife's wages, salary or commission from employment and other sources; if known, and if not known, a statement to that effect.
    d. The amount of the husband's wages, salary or commission from employment and income from other sources; if known, and if not known, a statement to that effect.
    e. A statement of and child's day care costs.
    f. A statement of whether either party has a pension through their employer.

EX-PARTE ORDERS

A. Unless an emergency situation exists, as determined by the Court, based upon supporting affidavits pursuant to Rule 75 of the Ohio Rules of Civil Procedure, no ex-parte orders will issue.

B. Requests for Temporary Orders shall be set for hearing within fourteen (14) days of filing. One continuance of seven (7) days may be granted to either party for good cause shown. No further continuances shall be granted.

TEMPORARY STANDARD ORDER FOR ALL DIVORCE CASES

A. All parties to original domestic relations actions in the Putnam County Common Pleas Court are subject to the following orders from the date an action is filed or service of summons completed. This order shall be strictly complied with under penalty of contempt of Court.

1. Each party is hereby enjoined and restrained from causing or permitting the minor child(ren) of the parties to be removed from the jurisdiction of this Court, unless authorized in writing by this Court.

2. Each party is hereby enjoined and restrained from doing, attempting to do, or threatening to do any act of injuring, maltreating, vilifying, molesting, or harassing the adverse party or any of the child(ren) of the parties.

3. Each party is hereby enjoined and restrained from selling, encumbering, contracting to sell, removing from the jurisdiction of this Court, or otherwise disposing of any of the property belonging to either of the parties, except in the ordinary course of business or unless authorized in writing by the Court.

B. The attorney representing the plaintiff in any divorce action hereinafter filed in this Court shall furnish his/her client a copy of this rule, and the client, upon the filing of the complaint, shall be bound by the terms of this rule.

The Clerk of this Court shall attach a copy of this rule to the summons along with the complaint.

In every action hereinafter filed, the defendant shall be bound by the terms of said rule upon service of the same.

C. Any party may file a motion to modify or vacate this standing Order and will be given a speedy hearing.

RULE 17

REQUEST FOR CONCILIATION

1. Any party moving for conciliation pursuant to O.R.C. 3105.09.1 shall set forth the name of the conciliator and shall generally describe the conciliation procedures requested. In addition, thereto, said movant shall guarantee the costs of such conciliation procedure.

2. If such motion for conciliation prays for a conciliation procedure lasting more than thirty (30) days, such motion shall be set for oral hearing at the earliest possible time in order to determine the propriety thereof.

RULE 18

NOTICE OF ADDRESS AND EMPLOYMENT

All parties to a support order shall notify the Court of his or her current mailing address at the time of any issuance or modification of an order, and shall continue to keep the Court apprised of current addresses.

It is further ordered that the parties shall immediately notify the Court, in writing, of any change of employment, including self-employment. Such notification shall include a description of the nature of any new employment, and other information reasonably required by the Court, or any other information which may be deemed important for the purposes of child support.

In all cases where there are children involved, unless the Court specified otherwise, the Judgment Entry shall include the following provision:

> If the party having custody of the children herein shall move more than 75 miles from the seat of this county, fifteen days advance notice shall be given to the other party in the divorce case.

RULE 19

FORMS

A. In all domestic actions, original or being reopened upon motion where any issue involving minor children or alimony is involved, both parties are required to fill out and file an approved D-1 form.

B. In all domestic actions involving custody or visitation both parties shall file a D-2 form with the Court which is an affidavit designed to comply with O.R.C. 3109.27.

C. In all dissolution of marriage actions a D-3 form shall be filed if appropriate.

RULE 20

REASONABLE AND ORDINARY UNINSURED MEDICAL EXPENSES

A. The amount of $100.00 per year per child shall be deemed reasonable and ordinary medical expenses of a minor child.

B Expenses remaining thereafter shall be deemed extraordinary and shall be allocated between the parties according to their support percentages as shown on the most recently filed child support worksheet or as determined by the Court. The year referred to herein is the calendar year, not the anniversary of the date of the order.

C. Medical expenses shall be defined as hospital, doctor visits, dental, orthodontic, laboratory testing, optical, optometric, pharmaceutical, psychiatric and psychological expenses reasonable and necessary under the circumstances. (This Rule as modified effective on all orders dated after January 1, 1998).

RULE 21

SCHEDULE FOR SUPPORT ACTIONS

All actions to establish a support requirement or to modify a previously issued support order shall be heard within 90 days after they are initially filed.

RULE 22

CHILD SUPPORT ENFORCEMENT AGENCY

1. All support payments ordered by the Court shall be paid through the Putnam County Child Support Enforcement Association. Thereafter, any direct payments made by an obligor to an obligee shall be considered gifts in any proceedings to enforce the support order.

2. All support orders submitted to the Court shall clearly state the support payments shall be made to the CSEA and shall set forth the appropriate fee to be paid. Orders failing to do so will be returned.

RULE 23

ORDERS

A. All judgment entries which initiate child support shall include or have attached thereto:

   1. The orders, as applicable, which are contained in Section 3113.21 of the Ohio Revised Code.

   2. If employed, the employer must enroll the child(ren) in the Obligor's health insurance benefit plan.

   3. The parties shall file a Child Support Guidelines Worksheet in all cases where custody is determined by the Court.

   4. An IV-D application completed by the Obligee. It shall be the responsibility of the attorney for the Obligee to insure that two (2) copies of the application are filed with the Court. The IV-D application forms are available from the CSEA or from the

RULE 24

SUPPORT

Support payments shall be made in accordance with support schedules or as modified by the Court. Payments shall be due and payable the day after the issuance of said Order.

The accrual of support obligations shall be calculated according to one of the following:

1. The date specified in the Journal Entry
2. If no date specified in the Entry, the Hearing date is used.
3. If no Hearing date is stated, the Clerk of Courts file date is used.

Any person with custody and subject to a support order must notify the Court immediately of any reason for termination of the support order, including emancipation or change of custody.

RULE 25-A THE ROLE OF THE GUARDIAN AD LITEM

The Guardian ad Litem's role is to be an advocate for the best interests of a minor child or children in a divorce case. This will require the Guardian ad Litem to establish a relationship with the child(ren) and to investigate the facts of the case as they relate to the child(ren). The Guardian ad Litem, as a party to the case, may present evidence in the Court proceedings and cross-examine any witness.

The Guardian ad Litem should attend all Court proceedings unless excused by the Court. The Guardian ad Litem may, and should, request to be excused from a proceeding in which their input will not be necessary. The Guardian ad Litem should not be required to be present while the parties are engaging in extended negotiation sessions or for proceedings not dealing with the child. The Guardian ad Litem may communicate directly with the Court. The Guardian ad Litem is to file a written report seven days prior hearing, copies are to be made available to counsel. The Guardian ad Litem may be called as a witness in the case and may be subject to discovery or cross-examination by the parties. The parties should refrain from asking, and the Guardian ad Litem should refrain from giving, an opinion prior to the review of all the facts in the case. The Guardian ad Litem may be required to give an oral opinion as to the child's best interests based upon the facts in the case. The Court will consider the Guardian ad Litem's opinion, but will make the final determination based upon all of the evidence presented in the case and pursuant to applicable Ohio law.

The duties of the Guardian ad Litem continue until the Guardian ad Litem is discharged by the Court. The Guardian ad Litem, as a party to the case, should be served with all pleadings, motions and other documents filed in the case. The Guardian ad Litem shall have access to all information relating to the case which is subject to discovery by the parties.

If an attorney is appointed as Guardian ad Litem, the attorney's fees and expenses shall be taxed as court costs in the case. The attorney Guardian ad Litem should also submit a fee and expense statement to the Court at the time of the final hearing in the matter. The Court shall review all requests for fees to determine if the request is reasonable.

Upon application, and for good cause, the Court may waive the required court cost deposit when the appointment of a Guardian ad Litem is requested.

A referral form approved by the court shall be provided to the parties. The parties shall be responsible for initiating contact with the guardian ad litem. (See FORM at end of Court Rules)

RULE 25-B

MEDIATION

Mediation is a process of resolving disputes by the agreement of the parties with the assistance of an objective and impartial third party. The mediator generally does not recommend a settlement, but rather facilitates negotiations and communications between the parties until a mutually acceptable settlement of their differences is obtained, or until an impasse is evident. The mediator will guide the discussions and help clarify the issues. Private caucuses may be held between the mediator and each party in an attempt to bring disputes closer together.

If the allocation of parental rights and responsibilities is an issue, then at any time after service of summons in an action for divorce, annulment, or legal separation, or at any time after filing of a post decree motion to modify the allocation of parental rights and responsibilities, the Court may order both parties to participate in mediation for a period of time not to exceed ninety (90) days. If the Court directs the parties to mediation, then all parties are required to participate in mediation on a good faith basis. The parties may agree to mediate issues other than the allocation of parental rights and responsibilities and related matters.

The cost of mediation shall be the initial subject of mediation, and shall be paid by the parties pursuant to their fee agreement with the mediator.

The mediator shall notify the Court upon the conclusion of mediation. Any agreement reached during mediation shall not be binding until reduced to writing and signed by the parties, and approved by their counsel and the Court. Statements made during mediation shall be considered compromise negotiations and not admissible as evidence pursuant to Evidence Rule 408.

RULE 26

CHANGE OF CUSTODY

1. Any motion requesting a change of custody shall contain a brief statement by the moving party setting forth the change requested and the reason therefore.

2. The opposing party shall, if represented by counsel, file a brief statement indicating his client's position regarding the change of custody.

3. If the parties can agree between themselves regarding the change of custody, a Judgment Entry to that effect shall be presented to the Court, and if approved, filed.

4. Both parties in a case of requested modification of custody must attend the AOK Program unless the parties have attended the program within a three (3) year period.

RULE 27

SUPPORT PAYMENTS

All payments of support for persons receiving public assistance shall be made by the Child Support Enforcement Agency to the Department of Human Services in question upon receipt of an assignment of payments to the Department of Human Services, without further order of the Court. Upon notification from the Department of Human Services that such person no longer receives public assistance, the Child support Enforcement Agency shall make the payments to the original obligee.

A support guideline worksheet must accompany any order for support including any deviation which results in no payment of support.

RULE 28

VISITATION AND COMPANIONSHIP

1. (a) The custodial parent shall take the necessary action with the school authorities of the schools in which the children are enrolled to:

   1. List the non-custodial parent as a parent of the children.

   2. To authorize the school to release to the non-custodial parent any and all information concerning the children.

   3. To insure that the non-custodial parent receives copies of any notices regarding the children.

The non-custodial parent shall have weekly parenting time from 5:30 P.M. to 8:30 P.M. (one evening per week). The beginning and ending times maybe varied to accommodate the work schedules of the parties, the schedule of the children and the appropriate bedtime for children during the school year. If the parties are unable to agree upon the date of the week for this time, Wednesday will be used unless otherwise ordered by the Court.

(b) The custodial parent shall promptly transmit to the non-custodial parent any information received concerning parent-teacher meetings, school club meeting, school programs, athletic schedules and any other school activities in which the children may be engaged or interested.

(c) The custodial parent shall promptly, after receipt of same, furnish to the non-custodial parent a photo copy of the child's grades or reports and copies of any reports concerning the child's status or progress.

(d) The custodial parent shall, when possible, arrange appointments for parent-teacher conferences at a time when the non-custodial parent can be present and whenever possible they shall be attended by both parents.

The Non –custodial parent shall have visitation each summer six (6) weeks in duration as agreed by the parties or, if the parties cannot agree, as ordered by the Court. Unless otherwise agreed by the parties, the six (6) weeks of summer visitation shall be in two (2) week increments with no weekend visitation for the other parent during the two (2) week periods for the entire summer.

(e)Unless otherwise agreed, the parent who is receiving the child shall be responsible for transportation for the minor child. For long distance visitation, the cost for long distance transportation shall be divided pursuant to the percentages stated on the most recent guideline worksheet.

(f) The parents, themselves, shall be responsible for the transportation of the minor children, an acceptable substitute shall provide transportation if the parent is unable to transport the child because of employment conflicts.

2. The custodial parent shall promptly inform the non-custodial parent of any illness of the children which shall require medical attention. Elective surgery shall only be performed after consultation with the non-custodial parent. Emergency surgery necessary for the preservation of life or to prevent a further serious injury or condition may be performed without consultation provided, however, if time permits, the non-custodial parent shall be consulted and in any event the non-custodial parent shall be informed as soon as same is possible.

3. Whenever "reasonable visitation" for a non-custodial parent appears in an entry, it shall be defined as providing at a minimum for:

   (a) visitation by the non-custodial parent on alternate week-ends from **Friday at 7:00 P.M. to Sunday at 7:00 P.M.** (The beginning and ending times may be varied to accommodate the work schedule of the parties).

   (b) Mother's Day the children shall be with the mother and Father's Day the children shall be with the father. In the event this provision requires the children to be with the custodial parent when it is the non-custodial parent on a day not falling within the non-custodial parents visitation weekend, said non-custodial parent shall **receive the children at 9:00 A.M.** on that day and shall **return them at 7:00 P.M.** on said day.

   (c) The parents shall have the children on Holidays as follows:

EVEN YEARS

MOTHER	FATHER
PRESIDENTS DAY Friday night to Monday night	**EASTER** Thursday night to Sunday night
MEMORIAL DAY Friday night to Monday night	**4TH OF JULY** Night before to morning after, except when the 4th falls on Friday, Saturday, Sunday, or Monday when the visitation shall commence on Friday night and continue to end of weekend or end of holiday, whichever is later.
LABOR DAY Friday night to Monday night	**THANKSGIVING DAY** Wednesday night to Sunday night

CHRISTMAS
December 23rd at 7:00 P.M. to Christmas Day until 2:00 P.M.

CHRISTMAS VACATION & NEW YEAR'S DAY
Christmas Day at 2:00 P.M. until the night of the end of New Year's Holiday.

ODD YEARS

The above schedule shall be reversed as to Mother and Father. Unless otherwise indicated said holiday visitation shall commence at the regular hour as set for the commencement of weekend visitation and shall end at the regular hour set for the ending of weekend visitation. Said holiday visitations shall have precedence over the regular visitation schedule but shall not otherwise modify it (for example, if the holiday granted in any particular year to a non-custodial parent falls between the regular weekend visitation, the non-custodial parent will have visitation three (3) weekends in a row at that particular time).

(d) The non-custodial parent shall have visitation each summer six (6) weeks in duration, as agreed by the parties or, if the parties can not agree, as ordered by the Court.

(e) Both parties shall be diligent in having the children ready and available at the appointed times and the transporting party shall be prompt in picking up and delivering the children provided, however, that the transporting parent for visitation shall have a grace period of fifteen (15) minutes for pick-up and delivery if both parties live within a distance of thirty (30) miles from each other. If the one-way distance to be traveled is in excess of thirty (30) miles, the grace period shall be thirty (30) minutes. In the event the visiting parent exceeds the grace period, the visitation for the weekend is forfeited unless prior notification and arrangements have been made and except in cases where the visiting parent lives in excess of thirty (30) miles away and suffers an unavoidable breakdown or delay en route and the visiting parent promptly notifies the custodial parent by phone of the delay. Repeated violation by either parent shall be cause for granting a modification of the custody order either by changing custody or curtailing visitation as the case may be.

4. The custodial parent shall encourage free communication between the non-custodial parent and shall not do anything to impede or restrict communications by phone or mail between the children and the non-custodial parent whether initiated by the children or the non-custodial parent. The mail between the children and parent shall be strictly confidential between them and that parent, and shall not be opened or read by the other parent. This rule applies equally to the non-custodial parent when the children are on extended visitation with the non-custodial parent.

5. Both parents shall refrain from criticizing the other parent in the presence of the children.

Neither parent shall make any statements or take any actions which interfere with the parent-child relationship of the other parent.

6. Whenever the entry shall incorporate these standard Rules for Custody and Visitation in the entry by reference, subparagraphs (a), (b), (c), (d), and (e) of paragraph three (3) shall be the visitation granted by the Court.

7.

a) Each parent shall provide their address and phone numbers at all times to the other parent. Non-residential parents shall be entitled to exercise reasonable telephone communications not less than twice weekly with each conversation lasting not longer than thirty (30) minutes per conversation.

b) The residential parent shall keep the non-residential parent advised of all parent/teacher meetings, school programs and scheduled regarding the minor children. Copies of grade cards shall be submitted to the non-residential parent on the weekend following the receipt of the grade cards.

The opposing parent shall be listed on any school or emergency form.

These are guidelines concerning custody and visitation and they will be changed or modified by the Court if it is shown that there is a need for such change.

LONG DISTANCE PARENTING PLAN AND COMPANIONSHIP CALENDAR
FOR PARENT S WHO LIVE MORE THAN 150 MILES APART

COMPANIONSHIP SHALL TAKE PLACE AT SUCH TIMES AND PLACES AS THE PARTIES CAN AGREE (these are the most important words).

THIS SHALL NOT NORMALLY BE LESS THAN:

OPTION 1. This option provides three round trips in the even-numbered years, and four round trips in the odd-numbered years, and depending on the lengths of school vacations, this schedule should provide the non-residential parent approximately 72-82 days each year to exercise parenting rights. Unless the parties agree to Option 2, or the Court orders Option 2, Option 1 is the Court Order. The non-residential must give the residential parent **thirty days notice in WRITING** to exercise the following:

Summer Vacation - June 15 through and including August 15 each year; and in the:

Even-Numbered Years:

Christmas Vacation:

a. School-aged child*:
First day of vacation to
December Dec. 26

b. Pre-schoolers**:
Dec. 18 through Dec. 26

Spring Vacation Break:

a. School-aged child*:
Sixth day of vacation through
last day of vacation

b. Pre-schoolers**:
Monday after Easter Sunday
through the following Sunday;

Odd-Numbered Years

Thanksgiving:

Wed., after school, Thanksgiving Day,
Fri., Sat., Sunday

Christmas Vacation:

a. School-aged child *:
December 26 to last day of school

b. Pre-schoolers **:
December 26 through January 2

Spring Vacation Break:

a. School-aged child:
First full day of vacation through
fifth day

b. Pre-schoolers **:
Sunday before Easter through Easter
Sunday

Option 2. This option provides a minimum of two round trips annually, and depending on the lengths of school vacations, this option should provide approximately 70-78 days per year for the non-residential parent to exercise parenting rights. The non-residential parent must give the residential parent **thirty days notice in WRITING**, to exercise the following:
Summer Vacation - June 15 through and including August 15 each year, and in the:

EVEN-NUMBERED YEARS

Christmas Vacation

a. School-aged children*:
first to last day of vacation

b. Pre-schoolers**:
December 18 through January 2

ODD-NUMBERED YEARS

Spring Vacation Break

a. School-aged children*:
First to last day of vacation

b. Preschoolers**:
Sunday before Easter through Easter

* - All school-aged and preschool-aged brothers and sisters of this parent's relationship with each other are included in the exercise of companionship rights, unless ordered otherwise.

** - For pre-schoolers who have no school-aged brothers and sisters of this parent's relationship with each other.

Additional Companionship Times:

a. Weekend: Third Friday at 7:00 P.M. through the following Sunday at 7:00 P.M. every month if travel time between homes is less than three (3) hours. **Advance notice must be given to the residential parent** of one (1) week to exercise this additional companionship time.

b. Father's Day to the father, and Mother's Day to the mother if there is **one (1) week advance notice** to exercise this additional companionship time.

c. If the non-residential parent travels to the community where the residential parent lives, and gives **two (2) days notice** of intent to exercise companionship, companionship must occur.

d. If the residential parent travels to the community where the non-residential parent lives, he or she must provide **two (2) days notice** and grant companionship rights to the other parent. **THE RESIDENTIAL PARENT SHALL PRESUME THAT THE OTHER PARENT SHALL EXERCISE THE OPTION AGREED TO OR ORDERED BY THE COURT, UNLESS TIMELY NOTICE IS NOT RECEIVED.**

RULE 29

CONTEMPT

Any finding in contempt on the part of an obligor in any support action may include an assessment of costs and reasonable attorney's fees and costs. Unless otherwise requested or deemed proper by the Court, fees of $150.00 may be awarded.

POST JUDGMENT RELIEF ACCOMPANIED BY CITATION FOR CONTEMPT

A. Since contempt actions are controlled by Chapter 2705 of the Ohio Revised Code, any motion requesting a citation in contempt shall:

1. Specifically state the basis for the contempt citation

2. Contain notice of hearing and after filing shall be submitted to the assignment commissioner for scheduling.

3. Include the following language:

> **FAILURE TO APPEAR MAY RESULT IN THE ISSUANCE OF AN ORDER OF ARREST AND IN THE ISSUANCE OF AN ORDER FOR THE PAYMENT OF SUPPORT BY WITHHOLDING AN AMOUNT FROM YOUR PERSONAL EARNINGS OR BY WITHHOLDING OR DEDUCTING AN AMOUNT FROM SOME OTHER ASSET YOU MAY OWN.**
>
> **YOU HAVE THE RIGHT TO COUNSEL AND IF YOU BELIEVE YOU ARE INDIGENT YOU MAY APPLY FOR COURT APPOINTED COUNSEL WITHIN THREE (3) BUSINESS DAYS AFTER YOUR RECEIPT OF THIS SUMMONS.**
>
> **THE COURT MAY REFUSE TO GRANT A CONTINUANCE AT THE TIME OF THE HEARING FOR THE PURPOSE OF YOUR OBTAINING COUNSEL, IF YOU FAIL TO MAKE A GOOD FAITH EFFORT TO RETAIN COUNSEL PRIOR OT THE HEARING**
>
> **IF YOU ARE FOUND GUILTY OF CONTEMPT, THE COURT MAY IMPOSE ANY OF THE FOLLOWING PENALTIES: (Ohio Revised Code Section 2705.05(A)**
>
> **(1) FOR A FIRST OFFENSE, A FINE OF NOT MORE THAN $250.00, A DEFINITE TERM**

OF IMPRISONMENT OF NOT MORE THAN 30 DAYS IN JAIL, OR BOTH;

(2) FOR A SECOND OFFENSE, A FINE OF NOT MORE THAN $500.00, A DEFINITE TERM OF IMPRISONMENT OF NOT MORE THAN 60 DAYS IN JAIL, OR BOTH;

(3) FOR A THIRD OR SUBSEQUENT OFFENSE, A FINE OF NOT MORE THAN $1,000.00, A DEFINITE TERM OF IMPRISONMENT OF NOT MORE THAN 90 DAYS IN JAIL, OR BOTH.

B. Notice of such motion and of the hearing thereon shall be served upon the subject party pursuant to the rules of service of summons contained in Civ. R. 4 through Civ. R. 4.6, incl., and the responsibility for initiating such service shall be on the movant.

RULE 30

CRIMINAL ACTIONS - ENTRIES

The prosecuting attorney shall prepare the Judgment Entries in all criminal cases. He shall provide a copy to opposing counsel and shall evidence this fact by his certificate on the entry filed with the Court.

RULE 31

CRIMINAL PRE-TRIALS

Attendance by the prosecuting attorney or his assistant, defense counsel and defendant is mandatory at pre-trials.

RULE 32

PRE-SENTENCE INVESTIGATION

Every defendant ordered to undergo a pre-sentence investigation shall make immediate arrangements with the probation officer for an interview and shall provide any information and co-operation necessary for the prompt completion of said report.

Completed pre-sentence investigations shall be made available to defense counsel and the prosecutor for examination at the Court. Reports are not to leave the vicinity of the Court nor are photocopies of the reports to be made. Any final summary or recommendation by the probation officer to the Court shall not be made available to the parties or otherwise disclosed.

RULE 33

PROBATION RULES

Unless otherwise ordered by the Court, the following conditions of probation shall apply in all cases when the Defendant is placed on probation:

1. The probationer shall refrain from violation of any law (federal, state, and local). He shall get in touch immediately with his probation officer if arrested or questioned by a law-enforcement officer.

2. The probationer shall associate and communicate only with law-abiding persons and maintain reasonable hours.

3. The probationer shall work regularly at a lawful occupation and support his legal dependents, if any, to the best of his ability. When out of work, he shall notify his probation officer at once.

4. The probationer shall not leave the state without permission of the probation officer.

5. The probationer shall secure advance approval from the probation officer, in writing, if at any time he wishes to:

a. Purchase a motor vehicle.
b. Incur debts whether by borrowing money or installment buying.
c. Take on additional responsibilities, such as marrying.
d. Change employment or place of residence.
e. Leave the state.

6. The probationer shall follow the probation officer's instructions and advice.

7. The probationer shall not operate a motor vehicle unless he has liability insurance which has been approved by his probation officer.

8. The probationer shall not possess, use, sell, distribute or have under his control any narcotic drugs, barbiturates, marijuana, paregoric, or extracts containing them in any form or instruments for administering them except on prescription of a licensed physician.

RULE 34

WORK RELEASE PROGRAM

WHEREAS, Section 5147.28 et seq. of the Revised Code of Ohio provides for the establishment of a prisoner work-release program, which said program is first to be established with the agreement of all Courts in the County and,

WHEREAS, the officials of all Courts in Putnam County together with those persons and officials connected with the administration and with the working of such program having heretofore met and agreed upon and approved a program which they feel to be feasible under the provisions of such statutes and provided in such cases, Now Therefore,

BE IT ORDERED, ADJUDGED AND DECREED that a prisoner work-release program be and the same is established and adopted for all Courts of Putnam County, Ohio, in order that the Courts of this county may permit a prisoner confined in jail in Putnam County, Ohio, to have employment so that he/she can continue to provide support for his or her children and other dependants; and, for restitution, payment of other bills and expenses.

Such prisoner work-release program shall be administered and subject to the rules, terms and conditions, which said rules may be complemented, amended or changed by Judgment Entry of this Court, as seen in the Appendix.

RULE 35
ADMINISTRATIVE APPEALS

A. Statutory Time Limit

Where the time for filing bills of exceptions, assignments of errors and briefs is fixed by statute or rule of the Ohio Supreme Court, they shall be filed within such time or extension thereof as may be granted in writing by the judge to whom the case is assigned after notice to opposing counsel or party. Upon the expiration of such time as extended, the case will be considered as submitted on the briefs, unless oral argument is requested in writing and granted by such judge. When granted, such oral argument shall not exceed fifteen (15) minutes per side unless extended by the judge.

B. Time Limits

Where the time for filing is not fixed by statute or rule of the Ohio Supreme Court, the Appellant shall file a brief within twenty (20) days after the filing of the transcript of the record; the Appellee shall file his brief within ten (10) days after the filing of the brief of the Appellant and any reply brief shall be filed within five (5) days after the filing of the Appellee's brief. Extensions of time may be granted by entry by the judge to whom the case is assigned.

In all cases, in which demand or request to the agency by the Appellant is prerequisite to the preparation of filing of the transcript of the record by the agency, such demand or request shall be filed by the Appellant with the agency at the time of filing the notice of appeal, unless otherwise provided by law, or Rule of the Ohio Supreme Court.

Upon the expiration of the time for filing of the last brief, the case will be considered as submitted upon the briefs unless oral argument is requested in writing and granted by the judge to whom the case is assigned or is required by law. Such argument shall not exceed fifteen (15) minutes per side unless extended by such judge.

C. Chapters 2506 and 119 Applicability

The applicable procedures of paragraphs A and B above shall apply to all appeals, including those under Chapter 2506 of the Revised Code and Chapter 119 of the Revised Code. Under those chapters or any other provision of law, including appeals from the Industrial Commission, if the offering of additional evidence or a trial date de novo is granted or required by law, the case shall be deemed ready for trial at the discretion of the trial judge.

D. Briefs

Failure of Appellant to file his bill of exceptions, assignments of error, his brief or demand for a transcript of the record within the time required shall be cause for dismissal of the appeal for want of prosecution or other disposition of the case at the discretion of the judge to whom the case is assigned.

RULE 37

CASE MANAGEMENT

Pursuant to Rule 9 of the Rules of Superintendence for the Court of Common Pleas and for the purpose of insuring the readiness of cases for pre-trial and trial, and maintaining and improving the timely disposition of cases, the Court hereby adopts the following Rule of Court for case management.

1. CIVIL CASES (EXCEPTING DOMESTIC RELATIONS CASES)

A. Within thirty (30 days of the filing of the initial responsive pleading, (answer, motion to dismiss, etc.) or default by all of the defendants in civil cases, excepting domestic relations cases, the Assignment Commissioner shall issue an assignment notice to all counsel of record assigning the case for initial pre-trial and case management conference within ninety (90) days of the issuance of the assignment notice.

B. At the time of the initial pre-trial and case management conference, the Court shall discuss the issues of the case with counsel and shall, after consultation with counsel, establish a schedule for all necessary further proceedings in the case, including but not limited to: the joinder of additional parties, the amendment of pleadings, the completion of discovery, the disclosure of expert witnesses, the filing of motions for summary judgment, the filing of briefs, the filing of jury instructions, final pre-trial conference, and trial. The schedule for further proceedings established by the Court shall not be varied from except by order of the Court and for good cause shown.

II. DOMESTIC RELATIONS CASES

A. DIVORCES AND LEGAL SEPARATIONS:

Within ninety (90) days of the completion of service upon the defendant, the Assignment Commissioner shall assign all divorce cases and legal separation cases for final hearing within ninety (90) days of the issuance of the assignment notice.

B. DISSOLUTIONS:

All dissolution cases shall be assigned for final hearing by the Assignment Commissioner within (90) days of filing.

C. POST JUDGMENT MOTIONS:

All post judgment motions in domestic relations cases shall be assigned for hearing by the Assignment Commissioner within sixty (60) days of filing.

III. CRIMINAL CASES

A. All criminal cases shall be assigned for arraignment within thirty (30) days of filing of the indictment or bill of information.

B. At the time of arraignment in all criminal cases, the Court shall establish a schedule for all necessary further proceedings in the case, including but not limited to: the completion of discovery, the filing of pre-trial motions, pre-trial conferences, and trial. The schedule for further proceedings established by the Court shall not be varied from except by order of the Court and for good cause shown.

RULE 38

CONFLICT OF RULES

The rules set forth herein are designed as local rules under Rule 83 of the Ohio Rules of Civil Procedure, and in case of conflict herein, the Ohio Rules of Civil Procedure take precedence.

RULE 39

2.11 FEES FOR COMPUTER RESEARCH AND SERVICES

A. Pursuant to the authority of R.C. 2303.201(A) it is determined that, for the efficient operation of the Civil, Criminal and Domestic Relations Divisions of this Court, additional funds are required to obtain computerized legal research services.

The Clerk of this Court is directed and hereby authorized to charge and collect an additional fee of three dollars ($3.00) upon the filing of each cause or appeal under R.C. 2303.20(A), (Q), and (U).

All funds collected pursuant to this rule shall be paid to the County Treasurer to be maintained by the County Auditor in a separate account for utilization of this Court in procuring and maintaining computerized legal research services.

B. Pursuant to the authority of R.C. 2303.201(B) it is determined that, for the efficient operation of the Civil, Criminal and Domestic Relations Divisions of this Court, additional funds are required to computerize the office of the Clerk of Common Pleas.

The Clerk of this Court is directed and hereby authorized to charge an additional fee of ten dollars ($10.00) upon the filing of each cause of action, appeal, certificate of judgment, or the docketing and indexing of each aid in execution or petition to vacate, revive, or modify a judgment under R.C. 2303.20(A), (P), (Q), (T), and (U).

All funds collected pursuant to this rule shall be paid to the County Treasurer to be disbursed, upon an order of the Court of Common Pleas and subject to appropriation by the Board of County Commissioners, in an amount no greater than the actual cost to the Court of procuring and

maintaining computer systems for the office of the Clerk of the Court of Common Pleas.

RULE 40

PUTNAM COUNTY COMMON PLEAS JURY USE AND MANAGEMENT PLAN

Ask the court for a copy of this rule.

RULE 41 - PARENTING CLASS

All parents involved in new, pending and post-decree domestic relations cases, including requests for modifications of custody and contempt actions involving the issue of custody and visitation shall be required to attend an additional parenting class, unless such a parenting class has been completed within three (3) years in the Putnam County Common Pleas Court, Division of Domestic Relations, which involve the allocation of parental rights and responsibilities for the care of minor children shall be required to attend one parenting class.

After the filing of a complaint for divorce or a petition for dissolution of marriage in which minor children are involved and before said action will proceed to final hearing, every party seeking the allocation of parental rights and responsibilities for the care of minor children, and both parties seeking a dissolution, shall attend one session of parenting class sponsored by the Common Pleas Court of Putnam County, Ohio, Division of Domestic Relations.

Before any motion for a change of allocation of parental rights and responsibilities, including visitation, will be set for final hearing, every party seeking any allocation of such parental rights and responsibilities shall attend the above referred to parenting class if they have not done so within the last three years immediately prior to the filing of such motion. A certificate of attendance will be filed in the case file for each participant after each class. Attendance is not required on a modification of custody when all parties have consented to the change in custody.

The fee for attendance at said parenting class shall be thirty dollars ($30.00) per person which shall be deposited with the Clerk of Courts as additional court costs at the time of the filing of any original pleading seeking the allocation of parental rights and responsibilities. This sum shall be paid out by the Clerk of Courts to the providers of the program upon the filing of their certificate of attendance.

The classes will be held on the second Thursday of every other month (February, April, June, August, October, December) at 6:30 P.M. at the Putnam County Courthouse, Ottawa, Ohio. Sessions will start promptly at 6:30 P.M.

Any litigant failing to complete the session within sixty days of the filing of the original pleading will not be eligible to receive any allocation of parental rights or responsibilities. In the event that no party to the action completes the session within said sixty day period, the action will be dismissed for want of prosecution.

RULE 42 - SECURITY

Court retains copy.

APPENDIX

Work Release Rules and Regulations

Work Release Agreement

D-1 - Financial Statement

D-2 - Custody Affidavit

D-3 - Waiver of Counsel

Affidavit of Indigency

Guardian ad Litem

WORK RELEASE PROGRAM

WHEREAS, Section 5147.28 et seq. of the Revised Code of Ohio provides for the establishment of a prisoner work-release program, which said program is first to be established with the agreement of all Courts in the County.

WHEREAS, the officials of all Courts in Putnam County together with those persons and officials connected with the administration and with the working of such program having heretofore met and agreed upon and approved a program which they feel to be feasible under the provisions of such statutes and provided in such cases.

BE IT ORDERED, ADJUDGED AND DECREED that a prisoner work-release program be and the same is established and adopted for all Courts of Putnam County, Ohio, in order that the Courts of this county may permit a prisoner confined in jail in Putnam county, Ohio to have employment so that he/she can continue to provide support for her or her children and other dependants; and, for restitution, payment of other bills and expenses.

Such prisoner work-release program shall be administered and subject to the rules, terms and conditions, which said rules may be complemented, amended or changed by Judgment Entry of the Common Pleas Court. See appendix for copy of "Work Release Rules and Regulations" and "Work-Release Agreement".

WORK RELEASE RULES AND REGULATIONS

1. Upon application and the approval by the sentencing Judge in Putnam County, Ohio any prisoner sentenced to the county jail shall be permitted to participate in a work-release program.

2. The Putnam County Sheriff shall be appointed to serve as the administrator of the work-release program as set forth herein, such position being necessary and proper, pursuant to Section 5147.28 et seq. of the Ohio Revised Code and shall be designated as Work-Release Administrator.

3. Upon application and acceptance into the Work-Release Program each prisoner must pay one week in advance for the estimated costs of the program and court expenses. Upon acceptance into the program each prisoner will deposit with the Work-Release Coordinator the amount of two hundred dollars ($200.00) which will be deposited with the Putnam County Clerk of Courts. This payment will pay the Work-Release fees of twenty dollars ($20.00) per day for the first five days and the estimated expense of court costs, fines and restitution of twenty dollars ($20.00) per day for the first week. At the conclusion of the Work-Release Program the prisoner's final pay check will be disbursed to pay any unpaid days of work release and the appropriate percentage of unpaid court costs, fines and restitution as prescribed by these rules of procedure. Any remaining money will be paid back into the prisoner's account held at the Putnam County jail to be reimbursed to said prisoner at the conclusion of the jail stay.

   Upon receipt of his/her paycheck, each prisoner will immediately sign over said pay check to the Work-Release Coordinator at the Putnam County Sheriff's Department. Upon acceptance of said check the Work-Release Coordinator will deposit money with the Putnam County Clerk of Courts no later than Monday of the following week. The net pay of each prisoner will be disbursed by the Clerk of Courts as follows:

   A. Twenty-five percent (25%) of gross wage less withheld taxes, health insurance and social security or retirement will be paid to the Putnam County Sheriff's Department as reimbursement for the direct costs of administering the program and processing the prisoner. The prisoner is responsible for reimbursement to the Putnam County Jail any unauthorized payroll deductions such as deferred compensation programs, credit union deductions, etc.

   B. Any amount remaining shall be disbursed as follows:

      1. If the prisoner is unmarried, thirty-five per cent (35%) of the remaining money shall be paid to the Putnam County Clerk of Courts to apply to any unpaid court costs, fines and restitution. The balance of said payroll shall be paid by check to the Defendant and sent to the Putnam County Sheriff's Department to be deposited into the prisoners account held at the jail. The costs of fifty cents ($.50) per day for drug testing supplies used when the prisoner returns to the jail facility will be deducted from this account. If all court costs, fines and restitution money owed is paid to the court the total amount remaining after the

work release fees are deducted will be paid into the prisoner's account at the jail.

2. If the prisoner is married and has no dependent children living with the spouse, thirty-five per cent (35%) shall be paid to the Putnam County Clerk of Courts to apply on any unpaid court costs, fines and restitution. The balance of said payroll shall be paid by check to the Defendant and sent to the Putnam County Sheriff's Department to be deposited into the prisoners account held at the jail. The cost of fifty cents ($.50) per day for drug testing supplies used when the prisoner returns to the jail facility will be deducted from this account. If all court cost, fines and restitution money owed is paid to the court the total amount remaining after work release fees are deducted will be paid into the prisoner's account at the jail.
3. If the prisoner is married and has dependent children living with the spouse, thirty per cent (30%) shall be paid to the Putnam County Clerk of Courts to apply on any unpaid court costs, fines and restitution. The balance of said payroll shall be paid by check to the Defendant and sent to the Putnam County Sheriff's Department to be deposited into the prisoner's account held at the jail. The cost of fifty cents ($.50) per day for drug testing supplies used when the prisoner returns to the jail facility will be deducted from this account. If all court costs, fines and restitution money owed is paid to the court the total amount remaining after work-release fees are deducted will be paid into the prisoner's account at

4. Any prisoner in the Putnam County Jail, who has been sentenced to a jail term, which sentence is not a non-suspendable sentence, may be eligible for the work-release program, under the following terms and conditions:

C. Any prisoner under the work-release program shall be permitted to leave the jail thirty (30) minutes before the time he/she is required to report to their job and said prisoner shall report back to the jail within thirty (30) minutes after the completion of his/her work for that day. This stipulation is subject to Court Order in each particular case concerning distance to and from work and subject to the necessity of obtaining meals both before, after and during said employment.

D. Each prisoner on the work-release program shall provide his/her own transportation to and from their employment.

E. A prisoner shall be permitted to work voluntary overtime hours after applying to the court for permission to work said hours.

F. Any prisoner on the work-release program who fails to abide by the rules and regulations of such program shall be discontinued on such program and remanded to the County jail until a hearing is had on described violation. Said prisoner shall not be reinstated except by the ruling of the Court.

G. Any prisoner who desired to become eligible to participate in the Putnam County Work-Release Program shall subscribe to a separate and independent Work-Release Agreement. Such agreement is included.

WORK – RELEASE AGREEMENT

I _____ being in the custody of the Sheriff of Putnam County under sentence of a Court of Putnam County, agree to abide by the following rules and regulations in order to become eligible to participate in the work-release program.

1. The prisoner agrees and understands that he/ she is to go directly to their place of employment and return directly from this employment without exception at the end of the working day, subject to the Order of the Court.

2. The prisoner agrees to furnish and provide his/her own transportation to and from the Putnam County Jail subject to the approval of the Sheriff.

3. The prisoner agrees that he/she will under no circumstances drink alcoholic beverages or consume any controlled substances during the period of his/her participation in the work-release program.

4. The prisoner will not leave his/her place of employment for any purpose other than to return to the Putnam County Jail, subject to the Order of the Court.

5. The prisoner understands and agrees that he/she will make an accurate record of the time he/she enters and departs from the Putnam County Jail.

6. The prisoner agrees to pay an advance fee of two hundred dollars ($200.00) to be accepted into the work-release program and to turn over his/her pay check to the work-release coordinator at the Putnam County Jail as soon as it is received from the employer. The pre-determined percentage of money will be deducted from the paycheck for work-release fees and any court costs, fines and restitution owed to the court. Remaining monies will be returned to the jail to be placed in the prisoner's account. The Sheriff's Department is to notify the Court of any work-release violations. Any time the work-release program is violated by the prisoner, such as not reporting for work, not having the proper papers signed by a supervisor for overtime work, or not submitting their pay check to the coordinator for deposit may be terminated by the Court.

7. The prisoner agrees to hold the County of Putnam, the Sheriff as Work-Release Administrator, and any of the County employees harmless for any injuries or damages which the prisoner might suffer while outside of the Putnam County Jail and while participating in the work-release program.

8. The prisoner understands and agrees that while outside the jail, he/she will not visit with family or friends or call on the telephone.

9. The prisoner understands and agrees that while outside the jail, he/she will not send or receive mail.

10. The prisoner understands and agrees that he/she will not carry mail or packages into or out of the jail without the specific approval of the Sheriff or one of his officers.

11. The prisoner understands that if he/she escapes or walks off the job, they may be charged with escape.

12. The prisoner shall furnish an employment schedule prior to being released for work purposes.

13. The prisoner agrees to the release of any and all confidential reports that may be made by counsel who may visit them, this report to be made a part of the Sheriff's file.

14. While on work-release the prisoner will be tested for alcohol and/or drug consumption each time he/she returns to the jail. The prisoner will be charged $.50 per test which will be deducted from their account held at the jail.

I have read and agree to all of the above terms and conditions, and I have received a copy for my own records.

Date_____ _____

Prisoner

_____

Witness

_____

Witness

_____

Administrator of Work-Release Program

Form D-1

CASE NO. _____

IN THE COURT OF COMMON PLEAS OF PUTNAM COUNTY, OHIO

_____ vs. _____

(Plaintiff) (Defendant)

_____ _____

_____ _____

Address Address

_____ _____

Date of Birth: Date of Birth:

_____ _____

(Wife's Maiden Name) (Date of Marriage)

_____ _____

Soc. Sec. No. Soc. Sec. No.

PLACE OF EMPLOYMENT

_____ _____

(Plaintiff) (Defendant)

EARNINGS

Weekly Gross: _____

Other Income: _____

Any Rights to
Employee Pension ____ Yes ____ No

NUMBER OF PREVIOUS DIVORCES: _____

NO. of children under 18: _____
From Previous Div.

Amt. now paying for support: $ _____
From Previous Div.

Amt. receiving for support: $ _____
From Previous Div.

Names, Dates of Birth:

_____

_____

_____

Weekly Gross: _____

Other Income: _____

Any Rights to
Employee Pension ____ Yes ____ No

NUMBER OF PREVIOUS DIVORCES: _____

NO. of Children under 18: _____
From Previous Div.

Amt. now paying for support: $ _____
From Previous Div.

Amt. receiving for support: $ _____
From Previous Div.

Names, Dates of Birth:

_____

_____

_____

IN THE COURT OF COMMON PLEAS OF PUTNAM COUNTY, OHIO

Plaintiff

Case No. _____

-vs-

Defendant

AFFIDAVIT
(Pursuant to ORC 3109.27)

Affiant being first duly sworn, deposes and says:

1. That the name and present address of each child, the custody and visitation which is to be determined by this court action:

2. That the addresses at which each child has lived within the past five years prior to filing this court action:

3. That the names and addresses of all persons with whom each child has lived prior to instituting this court action, and dates thereof:

4. That affiant (has)(has not) participated as a party, witness, or in any other capacity in any litigation concerning the custody of the child(ren) in this or any other state?

5. That affiant has (no) information of any custody proceeding concerning the child(ren) pending in a court of this or any other state?

Form D-3

IN THE COURT OF COMMON PLEAS OF PUTNAM COUNTY, OHIO

*	CASE NO. _____
*	WAIVER OF COUNSEL
*	

The undersigned, a petitioner in the above matter being fully aware of his rights to retain counsel to act in his behalf, being fully informed of the nature of this action, and being fully advised that counsel involved in this action is not representing the interest of the undersigned in any manner whatsoever, hereby waives representation by counsel and is proceeding in this action without advice of counsel.

In the presence of:

_____ _____

_____

FINANCIAL DISCLOSURE / AFFIDAVIT OF INDIGENCY

($25.00 application fee may be assessed—see notice on reverse side)

I. PERSONAL INFORMATION

Applicant's Name	D.O.B.	Person Represented's Name *(if juvenile)*	D.O.B.
Mailing Address		City	State	Zip Code
Case No.		Phone ( )	Cell Phone ( )

II. OTHER PERSONS LIVING IN HOUSEHOLD

Name	D.O.B.	Relationship	Name	D.O.B.	Relationship
1)			3)		
2)			4)		

III. PRESUMPTIVE ELIGIBILITY

The appointment of counsel is presumed if the person represented meets any of the qualifications below. Please place an 'X'

Ohio Works First / TANF: ____ SSI: ____ SSD: ____ Medicaid: ____ Poverty Related Veterans' Benefits: ____ Food Stamps: ____

Refugee Settlement Benefits: ____ Incarcerated in state penitentiary: ____ Committed to a Public Mental Health Facility: ____

Other (please describe): _____ Juvenile: ____ *(if juvenile, please continue at Section VIII)*

IV. INCOME AND EMPLOYER

	Applicant	Spouse (Do not include spouse's income if spouse is alleged victim)	Total Income
Gross Monthly Employment Income			
Unemployment, Worker's Compensation, Child Support, Other Types of Income			
		TOTAL INCOME	$

Employer's Name: _____ Phone Number: _____

Employer's Address: _____

V. LIQUID ASSETS

Type of Asset	Estimated Value
Checking, Savings, Money Market Accounts	$
Stocks, Bonds, CDs	$
Other Liquid Assets or Cash on Hand	$
Total Liquid Assets	$

VI. MONTHLY EXPENSES

Type of Expense	Amount	Type of Expense	Amount
Child Support Paid Out		Telephone	
Child Care (if working only)		Transportation / Fuel	
Insurance (medical, dental, auto, etc.)		Taxes Withheld or Owed	
Medical / Dental Expenses or Associated Costs of Caring for Infirm Family Member		Credit Card, Other Loans	
Rent / Mortgage		Utilities (Gas, Electric, Water / Sewer, Trash)	
Food		Other (Specify)	
EXPENSES	$	**EXPENSES**	$

VII. DETERMINATION OF INDIGENCY

If applicant's Total Income in Section IV is at or below 187.5% of the Federal Poverty Guidelines, counsel must be appointed.
For applicants whose Total Income in Section IV is above 125% of the Federal Poverty Guidelines, see recoupment notice in Section XI.
If applicant's Liquid Assets in Section V exceed figures provided in OAC 120-1-03, appointment of counsel may be denied if applicant can employ counsel using those liquid assets.
If applicant's Total Income falls above 187.5% of Federal Poverty Guidelines, but applicant is financially unable to employ counsel after paying monthly expenses in Section VI, counsel must be appointed.

VIII. $25.00 APPLICATION FEE NOTICE

By submitting this Financial Disclosure / Affidavit of Indigency Form, you will be assessed a non-refundable $25.00 application fee unless waived or reduced by the court. If assessed, the fee is to be paid to the clerk of courts within seven (7) days of submitting this form to the entity that will make a determination regarding your indigency. No applicant may be denied counsel based upon failure or inability to pay this fee.

IX. AFFIDAVIT OF INDIGENCY

I, _____(applicant or alleged delinquent child) being duly sworn, state:

1. I am financially unable to retain private counsel without substantial hardship to me or my family.
2. I understand that I must inform the public defender or appointed attorney if my financial situation should change before the disposition of the case(s) for which representation is being provided.
3. I understand that if it is determined by the county or the court that legal representation should not have been provided, I may be required to reimburse the county for the costs of representation provided. Any action filed by the county to collect legal fees hereunder must be brought within two years from the last date legal representation was provided.
4. I understand that I am subject to criminal charges for providing false financial information in connection with this application for legal representation, pursuant to Ohio Revised Code sections 120.05 and 2921.13.
5. I hereby certify that the information I have provided on this financial disclosure form is true to the best of my knowledge.

_____ _____
Affiant's signature Date

Notary Public / Individual duly authorized to administer oath:
Subscribed and duly sworn before me according to law, by the above named applicant this _____ day of _____, _____, at _____, County of _____, State of Ohio.

_____ _____
Signature of person administering oath Title (example: Notary, Deputy Clerk of Courts, etc.)

X. JUDGE CERTIFICATION

I hereby certify that above-noted applicant is unable to fill out and / or sign this financial disclosure / affidavit for the following reason: _____. I have determined that the party represented meets the criteria for receiving court-appointed counsel.

_____ _____
Judge's signature Date

XI. NOTICE OF RECOUPMENT

ORC. §120.03 allows for county recoupment programs. Any such program may not jeopardize the quality of defense provided or act to deny representation to qualified applicants. No payments, compensation, or in-kind services shall be required from an applicant or client whose income falls below 125% of the federal poverty guidelines. See OAC 120-1-05.

Through recoupment, an applicant or client may be required to pay for **part** of the cost of services rendered, if he or she can reasonably be expected to pay. See ORC §2941.51(D)

XII. JUVENILE'S PARENTS' INCOME* – FOR RECOUPMENT PURPOSES ONLY – NOT FOR APPOINTMENT OF COUNSEL

	Custodial Parents' Income (Do not include parents' income if parent or relative is alleged victim)	Total
Employment Income (Gross)		
Unemployment, Workers Compensation, Child Support, Other Types of Income		
	TOTAL INCOME	$

*Please complete Section VI on page 1 of this form if you would like the court to consider your monthly expenses when determining the amount of recoupment which you can reasonably be expected to pay.

GUARDIAN AD LITEM

You have asked the Court to appoint a Guardian ad Litem (GAL) in this case. The role of the GAL is to conduct an investigation into the circumstances surrounding the dispute involving your child. The GAL's focus will be to assist the Court in determining what will be in the best interest of the child.

The Court requires the GAL to file a report to the Court with copies going to attorneys for each party. This report will include the information, which in the opinion of the GAL, is pertinent to determining what is in the best interest of the child.

So that counsel may adequately prepare for hearings, the Court requests that the report of the GAL be filed at least one week before the hearing. In an effort to meet this deadline, it is imperative that you contact the GAL to set up an initial appointment as soon as is practical.

Please be prepared to present the GAL with names and phone numbers of people that you believe the GAL should speak with to assist him/her in his/her investigation. Please contact the people whose names you are supplying to let them know the GAL may be calling.

If any of the people to be interviewed are the child's teachers, doctors, mental health professionals, etc., they will require an authorization to release information. Please have your attorney prepare this document for submission to the GAL.

Your cooperation regarding the GAL process will avoid unnecessary delay in the conclusion of your case.

The GAL who has been appointed by this Court in your case is:

_____ Michael A. Borer
125 W. Main Street
Ottawa, OH 45875
Phone: (419) 523-3322

_____ Keith Schierloh
1800 N. Perry Street, Suite 104
Ottawa, OH 45875
Phone: (419) 523-5777

_____ Anna Mae Blankemeyer
315 E. Main Street
Ottawa, OH 45875
Phone: (419) 523-5658

_____ _____
_____
_____
_____