



## General Civil and Domestic Relations Case Filing Instructions

1. Provide the class of court and county in which the case is being filed.
2. Provide the plaintiff's and defendant's names.
3. Provide the plaintiff's attorney's name and State Bar number. If you are representing yourself, provide your own name and check the self-represented box.
4. Provide the primary type of case by checking only *one* appropriate box. Cases can be either general civil or domestic relations and only *one* type of primary case within those categories. Check the case type that most accurately describes the primary case. If applicable, check one sub-type under the primary case type. If you are making more than one type of claim, check the case type that involves the largest amount of damages or the one you consider most important. See below for definitions of each case type.
5. Provide an answer to the four questions by checking the appropriate boxes and/or filling in the appropriate lines.

### Case Type Definitions

#### General Civil Cases

**Automobile Tort:** Any tort case involving personal injury, property damage, or wrongful death resulting from alleged negligent operation of a motor vehicle.

**Civil Appeal:** Any case disputing the finding of a limited jurisdiction trial court, department, or administrative agency.

**Contempt/Modification/Other Post-Judgment:** Any case alleging failure to comply with a previously existing court order, seeking to change the terms of a previously existing court order, or any other post-judgment activity in a general civil case.

**Contract:** Any case involving a dispute over an agreement between two or more parties.

**Garnishment:** Any case where, after a monetary judgment, a third party who has money or other property belonging to the defendant is required to turn over such money or property to the court.

**General Tort:** Any tort case that is not defined or is not attributable to one of the other types of torts listed.

**Habeas Corpus:** Any case designed to review the legality of the detention or imprisonment of an individual, but not the question of his or her guilt or innocence.

**Injunction/Mandamus/Other Writ:** Cases involving a written court order directing a specific person to perform or refrain from performing a specific act.

**Landlord/Tenant:** Any case involving a landlord/tenant dispute if the landlord removed a tenant and his or her property from the premises or placed a lien on the tenant's property to repay a debt.

**Medical Malpractice Tort:** Any tort case that alleges misconduct or negligence by a person in the medical profession acting in a professional capacity, such as doctors, nurses, physician's assistants, dentists, etc.

**Product Liability Tort:** Any tort case that alleges an injury to a person was caused by the manufacturer or seller of an article due to a defect in, or the condition of, the article sold or an alleged breach of duty to provide suitable instructions to prevent injury.

**Real Property:** Any case involving disputes over the ownership, use, boundaries, or value of land.

**Restraining Petition:** Any petition for a restraining order that does not result from a domestic altercation or is not between parties in a domestic relationship.

**Other General Civil:** Any case that does not fit into one of the other defined case categories in which a plaintiff is requesting the enforcement or protection of a right or the redress or prevention of a wrong.

#### Domestic Relations Cases

**Adoption:** Cases involving a request for the establishment of a new and permanent parent-child relationship between persons not biologically parent and child.

**Contempt:** Any case alleging failure to comply with a previously existing court order. If the contempt action deals with the non-payment of child support, medical support, or alimony, also check the corresponding sub-type box.

**Dissolution/Divorce/Separate Maintenance/Alimony:** Any case involving the dissolution of a marriage or the establishment of alimony or separate maintenance.

**Family Violence Petition:** Any case in which a protective order from a family member or domestic partner is requested.

**Modification:** Any case seeking to change the terms of a previously existing court order. If the modification deals with custody, parenting time, or visitation, also check the corresponding sub-type box.

**Paternity/Legitimation:** Cases involving establishment of the identity and/or responsibilities of the father of a minor child or a determination of biological offspring.

**Support – IV-D:** Cases filed by the Georgia Department of Human Services to request maintenance of a minor child by a person who is required under Title IV-D of the Social Security Act of 1973 (42 USC §§ 651-669b) to provide such maintenance.

**Support – Private (non-IV-D):** Cases filed to request maintenance of a parent/guardian or a minor child by a person who is required by a law other than Title IV-D of the Social Security Act of 1973 (42 USC §§ 651-669b) to provide such maintenance.

**Other Domestic Relations:** Domestic relations cases that do not adequately fit into any of the other case types, including name changes.

**Please note:** This form is for statistical purposes only. It shall have no legal effect in a case. The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or court rules. Information on this form will not be entered into evidence.

## General Civil and Domestic Relations Case Disposition Form Instructions

1. Provide the class of court and county in which the case is being disposed.
2. Provide the plaintiff's and defendant's names.
3. Provide the reporting party (the individual completing the form).
4. Provide the attorneys' names and State Bar numbers. If parties represented themselves, provide their names and check the self-represented box.
5. Provide the manner of disposition by checking the appropriate box. See below for definitions.
6. Provide an answer to the three questions by checking the appropriate boxes.

### Manner of Disposition Definitions

**Jury Trial:** Cases in which a jury is impaneled to determine the issues of fact in the case. A jury trial should be counted when the jury has been sworn, regardless of whether a verdict is reached.

**Bench/Non-Jury Trial:** Cases in which a judge or judicial officer is assigned to determine both the issues of fact and law in the case. A bench/non-jury trial should be counted when the first evidence is introduced, regardless of whether a judgment is reached.

**Non-Trial Disposition:** Cases in which the disposition does not involve either a jury trial or a bench trial.

**Alternative Dispute Resolution:** If a case was disposed of via a non-trial disposition and the method of disposition was alternative dispute resolution. If this box is checked, then the Non-Trial Disposition box must also be checked. Only check if the whole case was resolved via alternative dispute resolution.



**IN THE SUPERIOR COURT OF FLOYD COUNTY,  
STATE OF GEORGIA**

_____	)	
<b>Plaintiff</b> (person starting this case),	)	
v.	)	<b>CIVIL ACTION FILE</b>
_____	)	No. _____
<b>Defendant</b> (other spouse).	)	

**PETITION FOR DIVORCE WITH MINOR CHILDREN**

My name is \_\_\_\_\_ and I am representing myself in this divorce action. In support of my case, I state the following:

1. **Subject Matter Jurisdiction:** I am the Plaintiff in this action and:  
[*Check only one of the following, either (a) or (b).*]

(a) I am a resident of \_\_\_\_\_ County, Georgia, and I have been a resident of the State of Georgia for more than six (6) months immediately prior to filing this action.

(b) I am not a resident of the State of Georgia, but my spouse has been a resident of the State of Georgia for at least six (6) months immediately prior to my filing of this action.

2. **Venue:** My spouse's name is \_\_\_\_\_ and he/she is the Defendant in this action.

[*Check only one of the following, either (a), (b), (c), (d), or (e) If none of these applies to your case, you should consult a lawyer to find out whether or not you can file for divorce in Floyd County.*]

(a) The Defendant is a resident of Floyd County, Georgia and is subject to the jurisdiction of this Court.

(b) The Defendant is a resident of Georgia in \_\_\_\_\_ County, but the Defendant and I lived together in Floyd County at the time we separated, I still reside in Floyd County, and the Defendant has only moved away from Floyd County within the past six (6) months before the date of my filing of this action.

(c) The Defendant is a resident of Georgia in \_\_\_\_\_ County, and I live in Floyd County. The Defendant has acknowledged service of process and consented to the jurisdiction and venue of this Court.

(d) The Defendant is not a resident of the State of Georgia, but I am a resident of Floyd County, Georgia and: [*Check only one of the following, either (1), (2), or (3).*]

(1) The Defendant was formerly a resident of the State of Georgia and currently resides in the State of \_\_\_\_\_. The Defendant is subject to the personal jurisdiction of this Court under Georgia's Long Arm Statute O.C.G.A. § 19-5-91(5).

(2) The Defendant has never resided in the State of Georgia and currently resides in the State of \_\_\_\_\_.

(3) The Defendant has acknowledged service of process and consented to the jurisdiction and venue of this Court.

(e) I am a resident of Floyd County, Georgia and the Defendant's location is unknown to me. I am filing my *Affidavit of Due Diligence* with this *Divorce Petition* explaining what I have done to find him/her.

3. **Service of Process:** The Defendant shall be served, as provided under O.C.G.A. § 9-11-4, in the following manner:

[*Check only one of the following, either (a), (b), or (c).*]

(a) The Defendant has acknowledged service of process. I am filing the *Acknowledgement of Service* (which has been signed by the Defendant) with this *Divorce Petition*.

(b) The Defendant may be served by the Sheriff's Department at the Defendant's residence/work address, which is: \_\_\_\_\_

(c) The Defendant's location is unknown to me. I am filing my *Affidavit of Due Diligence* with this *Divorce Petition* explaining what I have done to find him/her. The Defendant shall be served by publication as provided under O.C.G.A. § 9-11-4. To the best of my knowledge, the Defendant's last known address is: \_\_\_\_\_

4. **Date of Marriage:** [*Check and complete only one of the following.*]

(a) The Defendant and I were lawfully married on \_\_\_\_\_.

(b) The Defendant and I are married by common law because we lived together and held ourselves out as husband and wife since \_\_\_\_\_, which date was prior to January 1, 1997.

5. **Date of Separation:** The Defendant and I last separated on \_\_\_\_\_, and we have remained in a true state of separation since that date.

6. **Settlement Agreement:** [*Check only if there is a signed agreement*]

The Defendant and I have entered into a *Settlement Agreement*, which we both want to be incorporated into the *Final Judgment and Decree for Divorce*. The *Settlement Agreement* and the *Parenting Plan* has been signed by each of us in front of a notary public and I am filing that document with the Court.

7. **Minor Children:** [*Check any that apply.*]

(a) The Defendant and I do not have any minor children together.

[**STOP** – If you and the Defendant DO NOT HAVE any minor children together, you must use the *Petition for Divorce without Minor Children* form.]

(b) The  Plaintiff  Defendant is pregnant. The baby is due on \_\_\_\_\_

(c) The Defendant and I are the parents of \_\_\_\_\_ minor children, listed below:

<u>Name of Child</u>	<u>Year of Birth</u>	<u>Child Lives With</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) The  Plaintiff  Defendant is **not** the biological or adoptive parent of the following children that are listed above: \_\_\_\_\_

\_\_\_\_\_

8. **Minor Children's Current Residence:** The minor children currently live at \_\_\_\_\_ (address) in \_\_\_\_\_ (county), \_\_\_\_\_ (state) with \_\_\_\_\_. The children have lived at this address since approximately \_\_\_\_\_.

9. **Minor Children's Past Residence:**

During the past three years, the minor children have lived with the following people at these addresses:

<u>Dates</u>	<u>Name of Person</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. **Other Court Cases Involving the Minor Children:**

(a) I have never participated as a party, witness, or in any other capacity in any other litigation concerning the custody of and/or visitation with the minor children.

(b) I have participated in other litigation concerning the custody of and/or visitation with the minor children. The court, case number, and date of any court order are: \_\_\_\_\_

(c) I have information about a proceeding that could affect this case. The court, case number, and nature of the proceeding are as follows: \_\_\_\_\_

11. **Others Claiming Custody or Visitation:** [*Check one of the following*]

(a) I do not know of any person who is not a party to this case, who has physical custody of the children, or who claims to have custody or visitation rights with respect to the children.

(b) I know of a person(s) who is not a party to this case, who has physical custody of the children, or who claims to have custody or visitation rights with respect to the children. Their names and address are: \_\_\_\_\_



12. **Child Custody and Visitation:** I believe that the following custody arrangement is in the best interest of our minor children: [*Check only one*]

- (a) I should have sole legal and physical custody.
- (b) The Defendant and I should share joint legal custody but I should have primary physical custody and the Defendant should have visitation.
- (c) The Defendant and I should share joint legal custody but the Defendant should have primary physical custody and I should have visitation.
- (d) Other custody arrangement: \_\_\_\_\_  
\_\_\_\_\_

13. **Parenting Plan:** I understand that I am required to prepare and file a parenting plan before my divorce can be finalized.

14. **Child Support:** [*Check all that apply*]

- (a) The Defendant has income or is capable of earning sufficient money to help support our children.
- (b) I have income or I am capable of earning sufficient money to help support our children.
- (c) The Court should order the  Plaintiff  Defendant to pay child support.
- (d) The Required **Child Support Worksheets** has been submitted with this divorce.
- (e) The issue of child support cannot be decided in this action.

15. **Health Insurance for Children:** [*Check only one of the following*]

- (a) The Defendant should be ordered to maintain a policy for medical, dental, and hospitalization insurance for the minor children.
- (b) I already provide health insurance for the minor children.
- (c) I am not asking the Court to address this issue.

16. **Other Medical Expenses for Children:** [*Check only one of the following.*]

- (a) The Defendant should be responsible for all the minor children's medical expenses not covered by insurance.
- (b) Both the Defendant and I should share the minor children's medical expenses not covered by insurance.
- (c) I am not asking the Court to address this issue.

17. **Life Insurance to Support Children:** [*Check only one of the following.*]

- (a) The minor children depend on the Defendant for support and, thus, the Defendant should maintain a policy of insurance on the Defendant's life, with a face amount of \$\_\_\_\_\_, for the benefit of the minor children. The Defendant should maintain the policy until our youngest child reaches the age of majority or is otherwise no longer entitled to child support.
- (b) I am not asking the Court to address this issue.

18. **Alimony:** [*Check only one of the following*]

- (a) I am not asking for alimony.
- (b) I am financially dependent on the Defendant and need the Court to order the Defendant to pay alimony for my support.
- (c) The issue of alimony cannot be decided in this action because the Court does not have personal jurisdiction over the Defendant.

19. **Marital Property** [*Check only one of the following, either (a), (b), (c), or (d).*]

- (a) The Defendant and I have already divided our marital property and we are both satisfied with the division.  
 All of our property is listed in our *Settlement Agreement*.
- (b) The Defendant and I did not acquire property during our marriage.
- (c) The Defendant and I acquired the following property during our marriage, and I am asking for a fair division of this property.

- House located at \_\_\_\_\_
- Other real estate, located at: \_\_\_\_\_
- Motor vehicle (model & year): \_\_\_\_\_
- Motor vehicle (model & year): \_\_\_\_\_
- Bank accounts and/or other investments: \_\_\_\_\_
- Pension (mine is worth \$ \_\_\_\_\_; Defendant's is worth \$ \_\_\_\_\_)
- Furniture: \_\_\_\_\_
- Other property: \_\_\_\_\_
- I have listed additional property on a separate paper that I have attached to this *Divorce Petition*.

(d) The issue of the division of marital property cannot be decided in this case because none of the property is in Georgia and the Court does not have personal jurisdiction over the Defendant.

**20. Joint or Marital Debts:** [*Check only one of the following*]

- (a) The Defendant and I do not have any outstanding debt together.
- (b) The Defendant and I have the following outstanding debts together and the responsibility for paying them should be as listed below:

<u>Creditor</u>	<u>Balance</u>	<u>Who Should Pay</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I have listed additional joint or marital debts on a separated paper that I have attached to this *Divorce Petition*.

(c) The issue of dividing joint and marital debts cannot be decided in this case because the Court does not have personal jurisdiction over the Defendant.

**21. Restore Former Name:** [*If applicable.*]

My former name is \_\_\_\_\_, and I am asking the Court to restore that name to me.

22. **Grounds for Divorce:** [Check the ones that you can prove at trial.]

- (a) **Our marriage is irretrievably broken** – The Defendant and I can no longer live together and there is no hope that we will get back together.
- (b) **Cruel Treatment** – The Defendant committed the following acts of cruel treatment toward me: \_\_\_\_\_
- (c) **Adultery** – The Defendant has had sexual intercourse with someone else during our marriage.
- (d) **Desertion** – The Defendant had intentionally and continually deserted me for at least a year.
- (e) **Other grounds** from list in O.C.G.A. § 19-5-3, as explained here: \_\_\_\_\_

**FOR THESE REASONS, I REQUEST:** [Check all that apply.]

- (a) That I be granted a total divorce from the Defendant;
- (b) That the *Settlement Agreement* signed by the parties be incorporated into the *Final Judgment and Decree of Divorce*;
- (c) That the custody and visitation for the child(ren) be ordered according to the *Parenting Plan* filed with this Complaint;
- (d) That child support, insurance, medical expenses for the children be ordered according to Paragraphs 14 through 17 of this Complaint;
- (e) That the Defendant be ordered to pay me alimony for my support;
- (f) That our marital property be divided according to Paragraph 9;
- (g) That our joint or marital debts be divided according to Paragraph 10;
- (h) That my former name be restored;
- (i) That the Rule Nisi be issued requiring the Defendant to appear before the Court to show cause why the relief sought should not be granted;
- (j) That the Court order any and all other relief that the Court finds appropriate.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff, Pro se [Signature]

Name [Print]: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

IN THE SUPERIOR COURT OF FLOYD COUNTY,  
STATE OF GEORGIA

\_\_\_\_\_, )  
Plaintiff, )  
v. ) CIVIL ACTION FILE  
\_\_\_\_\_, ) No. \_\_\_\_\_  
Defendant )

VERIFICATION

I, \_\_\_\_\_, who personally appeared before the undersigned notary public, hereby swear or affirm that the facts alleged in the foregoing Petition for Divorce are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature [*Sign in front of a Notary*]  
Name [*Print*]: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Sworn to and signed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

IN THE SUPERIOR COURT OF FLOYD COUNTY,  
STATE OF GEORGIA

\_\_\_\_\_, )  
Plaintiff, )  
v. ) CIVIL ACTION FILE  
\_\_\_\_\_ ) No. \_\_\_\_\_  
Defendant. )

**ACKNOWLEDGMENT AND WAIVER OF SERVICE; CONSENT TO  
JURISDICTION AND VENUE**

I am the Defendant in this action and I am a resident of \_\_\_\_\_ County,  
\_\_\_\_\_ [list your state]. I hereby acknowledge that I have received a copy  
of the Complaint/Petition in this case along with the following other documents:

\_\_\_\_\_  
\_\_\_\_\_

I hereby waive formal process along with any and all further notice, service, and  
issuance of process. I do not waive any defenses I may have in this case. Should  
further notice be required for any reason, notice should be mailed to me at the address  
below.

After being duly informed that I have a constitutional right to a trial by judge or  
jury on the above matter in the county of my residence, and with that knowledge, I  
hereby consent to both jurisdiction and venue in the Superior Court of Floyd County  
for any and all proceedings in this case.

\_\_\_\_\_  
Defendant's Signature [*Sign in front of a Notary*]  
Name [*Print*]: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Sworn to and signed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

IN THE SUPERIOR COURT OF FLOYD COUNTY,  
STATE OF GEORGIA

	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION FILE
	)	No. _____
	)	
	)	
Defendant	)	

**CONSENT TO TRIAL 31 DAYS AFTER SERVICE**

We hereby give our consent for the Superior Court of Floyd County to hear this matter as soon as possible after thirty-one (31) days from either (a) the date the *Acknowledgment of Service* form was filed with the Court or (b) the date the Defendant was served by the Sheriff.

If either of us is on active duty in the armed forces, then we also waive our rights under the Servicemembers Civil Relief Act, 50 U.S.C.A. § 3931 and § 3932.

\_\_\_\_\_  
Plaintiff's Signature [*Sign in front of a Notary*]  
Name [*Print*]: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
Defendant's Signature [*Sign in front of a Notary*]  
Name [*Print*]: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Sworn to and signed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to and signed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_  
\_\_\_\_\_

IN THE SUPERIOR COURT OF FLOYD COUNTY,  
STATE OF GEORGIA

Plaintiff,	)	
	)	
v.	)	CIVIL ACTION FILE
	)	
Defendant.	)	No. _____
	)	

**SETTLEMENT AGREEMENT WITH MINOR CHILDREN**

We, \_\_\_\_\_ (referred to here as "Plaintiff") and  
\_\_\_\_\_ (referred to here as "Defendant") certify the  
following statements are true:

- A. We are married but are now living in a state of separation because of irreconcilable differences with no chance of staying together;
- B. We have \_\_\_\_\_ minor children together, who are listed below:

<u>Child's Name</u>	<u>Child's Year of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- C. We have freely and voluntarily defined our respective rights and obligations with respect to alimony, property, assets, debts, and so forth in good faith and full disclosure.

THEREFORE, in in consideration of the mutual promises and declarations in this agreement, the parties AGREE AS FOLLOWS:

**1. Separation**

The parties shall continue to live apart and each one shall be from all interference and control by the other, as if unmarried, and each may reside at such places as her or she may choose.



2. **Child Custody and Visitation**

[Note: The *Permanent Parenting Plan* must be filed in all cases involving child custody.]

This issue has been addressed in the attached *Permanent Parenting Plan* which is hereby made a part of this *Settlement Agreement* as if fully set forth here.

3. **Child Support - Amount**

[Note: *Child Support Worksheets* must be filed in all cases involving child custody.]

[Note: If Both parties are in agreement as to the child support amount, financial affidavits are not required.]

This issue has been addressed in the attached *Child Support Worksheets* which are hereby made a part of this *Settlement Agreement* as if fully set forth here.

4. **Child Support - Duration**

[*Check only one* of the following, either a), b), or c).]

a) **Beyond Age 18 for High School** - Child support shall continue to be paid until all children reach the age of eighteen, die, marry, or otherwise become emancipated; provided that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

b) **Stops at Age 18** – Child support shall continue to be paid until all children reach the age of eighteen, die, marry, or otherwise become emancipated.

c) **Until Specific Date** – Child support shall continue to be paid until the following date: \_\_\_\_\_.

5. **Health Insurance and Other Health Care Expenses for the Children**

[*Check & fully complete only one* of the following, either a) or b)]

a) **Insurance Available** – The following types of insurance for the children involved in this action is available at reasonable cost to the \_\_\_\_\_:

Health (medical, mental health, and hospitalization)  Dental  Vision

So long as it remains available to that parent, the \_\_\_\_\_ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years

old while enrolled in and attending secondary school on a full-time basis, then the insurance shall be continued for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

(2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

b) **Insurance Not Available** - Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for these children, then that parent must obtain the following types of insurance, unless it is then being provided by the other parent:

Health (medical, mental health, and hospitalization)  Dental  Vision

When insurance has been obtained by either party, Paragraph 5(a)(2) shall apply.

**6. Uninsured Health Care Expenses for the Children**

The Plaintiff shall pay \_\_\_\_\_ % and the Defendant shall pay \_\_\_\_\_% of all expenses incurred for the children's health care (including medical, dental, mental health, hospital and vision care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within fifteen (15) days after receiving the verification of a particular health care expenses.

**7. Life Insurance for the Benefit of the Children**

The minor children depend on the  Plaintiff  Defendant for support and, thus, the  Plaintiff  Defendant should maintain a policy of insurance on their life, with a face amount of \$\_\_\_\_\_, for the benefit of the minor children. They should maintain the policy until our youngest child reaches the age of majority or is otherwise no longer entitled to child support.

8. Alimony

[*Check only one of the following, either a), b), or c).*]

- a) Each party expressly waives the right to receive alimony from the other party.
- b) The \_\_\_\_\_ shall pay to the \_\_\_\_\_ in alimony the sum of \$ \_\_\_\_\_ per [*select one*]  month;  semi-monthly;  biweekly; or  weekly **BEGINNING** on \_\_\_\_\_ and **CONTINUING UNTIL:**
- The recipient remarries or dies;
- For a period of \_\_\_\_\_ or until (date) \_\_\_\_\_, 20\_\_\_\_.
- c) The parties wish for the Court to determine alimony.

9. Income Deduction Order

[*Check & complete only one of the following, either a) or b)*]

- a) An *Income Deduction Order* shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of child support and alimony (if any). That order shall take effect:
- [*To finish a), you must check either (1) or (2). Do not check both.*]
- (1) Immediately upon entry by the Court.
- (2) Upon accrual of a delinquency equal to one month's support. The Income Deduction Order may be enforced by serving a "Notice of Delinquency" as provided in O.C.G.A. § 19-6-32(f).
- b) The parties agree that an *Income Deduction Order* is not immediately necessary.

10. Property Division

[*Check only one of the following, either a), b), or c).*]

- a) We have already divided our marital property and we are both satisfied with the division. Neither party shall claim any of the property currently in possession of the other party as of the date of signing this agreement.
- b) The Defendant and I did not acquire property together during our marriage.
- c) The Defendant and I acquired the following property during our marriage, and we agree to transfer possession and title as follows:

(1) **Marital Home** located at \_\_\_\_\_ shall be conveyed to the \_\_\_\_\_ in fee simple. The \_\_\_\_\_ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of \_\_\_\_\_.

[*Check the following if applicable*]

(A) The \_\_\_\_\_ shall have a lien against the home in the amount of \$\_\_\_\_\_. Upon the sale or transfer of the home, the lien shall be paid.

(B) The \_\_\_\_\_ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the \_\_\_\_\_ shall no longer be liable on the mortgage loan(s). If the \_\_\_\_\_ is not able to refinance by \_\_\_\_\_, 20\_\_\_\_, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

(2) **Other Real Estate**, located at: \_\_\_\_\_ shall be conveyed to the \_\_\_\_\_.

(3) **Motor Vehicles**: The party listed below for each vehicle shall assume responsibility for all car loan payments, taxes, insurance, and other fees.

Year/Make/Model of Vehicle

Goes to

_____	_____
_____	_____
_____	_____
_____	_____

(4) **Bank Accounts and/or Other Investments**:

[*List bank name and last 4 digits of the account number*]

Account

Goes to

_____	_____
_____	_____
_____	_____

(5) **Other Personal Property**: The parties acknowledge that the following property shall be transferred to the other party on or before \_\_\_\_\_, 20\_\_\_\_.

To the Plaintiff: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

To the Defendant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) We have listed additional property on a separate paper that we have attached to this *Settlement Agreement*.

Except as otherwise provided in this Agreement, the transfers listed above shall be completed no later than \_\_\_\_\_, 20\_\_\_\_, and each party shall execute all documents necessary to promptly complete the transfer. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement, except as provided in this Agreement.

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired.

**11. Debts** [Check only one of the following, either a) or b).]

a) The parties acknowledge that they have no outstanding debts together.

b) The responsibility for payment of the parties' joint debts shall be as follows:

<u>Creditor</u>	<u>Balance Owed</u>	<u>Who Should Pay</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all fees and costs of collection which the other party may incur as a result of the legal action.

**12. Completeness of Agreement**

This Agreement constitutes the entire understanding of the parties. Except as specifically provided herein, no modification or waiver of the terms of this Agreement shall be made except with the express written consent of the other party, and each party hereby waives any past, present or future claim or right which he may have against the other party.

**13. Effect of Divorce**

Both parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this Agreement shall be presented to the Court and incorporated by reference into any judgment concerning the matters above by the Agreement. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced independently from the judgment of divorce.

\_\_\_\_\_  
Plaintiff [*Sign in front of a Notary*]

\_\_\_\_\_  
Defendant [*Sign in front of a Notary*]

Name [*Print*]: \_\_\_\_\_

Name [*Print*]: \_\_\_\_\_

Sworn to and signed before me, this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to and signed before me, this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## Instructions for Using the Pen and Paper EZ Worksheet:

**Welcome to the Georgia Child Support Pen and Paper EZ Worksheet.** Georgia law (O.C.G.A. § 19-6-15) requires guidelines to be used in establishing new and modified child support obligations in every Georgia court. This pen and paper worksheet provides a manual form with steps to estimate the amount of the child support obligation that a court may order, depending on individual circumstances.

This packet includes the following forms and information in this order:

- a) *Instructions for using the Pen and Paper EZ Worksheet;*
- b) *Guide of Useful Definitions and Information;*
- c) *The Georgia Pen and Paper EZ Child Support Worksheet (2 page form - may be printed 2-sided);*
- d) *How to find the Basic Child Support Obligation (BCSO) using an example of the Table; and*
- e) *The Child Support Obligation Table.*

### **General Information: Complete the worksheet form in black or blue ink only.**

Fill in the blanks at the top of the worksheet page to identify the Court, County and Civil Action Case Number (if already known); the name of the Mother, Father and Nonparent Custodian, if applicable; and the name and birth year of each child included in this action. Also, identify which parent is the Noncustodial Parent in this action for the purpose of paying child support. **Note:** Both parents may be identified as noncustodial parents if a Nonparent Custodian is included in the action.

### **Documents or information you need to begin using this form:**

It is recommended that you prepare a first draft of the worksheet in pencil rather than in ink. The final version must be completed in **blue or black ink** for filing with the Clerk of Court. **(Do not use red ink.)** Gather the following information or documents before you begin:

*Monthly* income for *both* parents if possible, and if applicable, the amount of any Social Security benefits (i.e., RSDI/SSD for a noncustodial parent's disability/retirement) paid to a child in this action as a dependent on that parent's account.

**Important:** If this worksheet includes a nonparent custodian, do not include income for that person.

You may view the actual child support guidelines statute on the Internet at:

<http://www.georgiacourts.gov/csc/>.

### **Instructions for Calculating Begin Here:**

**Line 1** **Parents' Monthly Gross Income** - Enter each parent's monthly income under appropriate columns (a) and (b). Add (+) incomes together and enter total under column (c).

**Helpful tip:** Countable income includes all income from any source, before deductions for taxes. For more information, see O.C.G.A. § 19-6-15(f)(1)(A) for a list of income sources.

**Example:** (a) Mother's income: \$1017.90 + (b) Father's income: \$1950.00 = (c) Combined income: \$2967.90.

**Line 2** **Parents' Percentage of Total Income** - Divide (÷) Line 1, column (a) by column (c) for mother's percentage of income, and then divide (÷) Line 1, column (b) by column (c) for the father's percentage of income. Enter percentages (%) for each parent under the appropriate column. Combined percentages must total 100%.

**Helpful tip:** If the calculated percentage is, for example, 0.6570%, you may round to a whole percentage, such as 0.66% rather than 0.6570%.

**Example 1 Mother:**  $\$1017.90 \div \$2967.90 = 0.3430$  or 34%.

**Example 2 Father:**  $\$1950.00 \div \$2967.90 = 0.6570$  or 66%.

**Line 3 Basic Child Support Obligation (BCSO) from Child Support Obligation Table -** Find the amount on the table based on the number of children and the parents' combined gross income (income from Line 1, column (c)) that is closest to the combined adjusted gross income amount set out in the first column of the table.  
**Helpful tip:** At the end of this set of forms, you will find the Child Support Obligation Table.

**Line 4 Monthly BCSO Amount for Each Parent -** Multiply *each parent's* percentage of total income (Line 2) by the amount from the BCSO Table (entered on Line 3). Enter amounts for each parent under the appropriate column.  
**Examples:** Amount from BCSO Table is \$868. To find mother's portion of the BCSO, multiply the total BCSO of \$868 X 34% = \$295.12; and to find father's portion of the BCSO, multiply the total BCSO of \$868 X 66% = \$572.88. The two amounts total \$868.

**Note:** Calculations for Lines 5, 6 and 7 may include the nonparent custodian, if that person is a party to the action.

**Line 5 Monthly Work Related Child Care Costs -** Enter total average monthly amount paid, or that will be paid for work related child care, by a parent or nonparent custodian under the appropriate column. Total the amounts in columns (a), (b) and (c) and enter the total in column (d).

**Line 6 Monthly Health Insurance Premium Paid for Children -** Include total average monthly amount of health insurance paid or that will be paid for children included in this action. Enter answers under appropriate columns for each parent and/or nonparent custodian. Total the amounts in columns (a), (b) and (c) and enter the total in column (d).

**Helpful Tip:** Include only the portion of the cost of the premium as it applies to the *children* in the case.  
**Note:** The amount one enters is the total amount for all the children in the case.—**Option (A):** If the children's portion of cost is known, total the amount for all children in the case and write the answer on the line for the appropriate parent paying the cost. **Option (B):** If the child's portion of the *cost is not known*, divide the total premium cost by the total number of persons in the policy and multiply that answer by the number of children in the case.  
**Example:** Total cost of \$150 divided (÷) by 3 (mother and two children) people in the policy = \$50 per person. Two children in the case, multiply 2 X \$50 = \$100.

**Line 7 Total Monthly Work Related Child Care and Health Insurance Costs -** Add (+) Lines 5 and 6 under each column and enter answers on Line 7 under the appropriate column for each parent and/or nonparent custodian. Total the amounts in columns (a), (b) and (c) and enter the total in column (d).  
**Example:** Mother's Line 5 monthly amount is \$300.00, and the Line 6 monthly amount is \$100.00, totaling \$400.00 monthly. Enter \$400.00 on Line 7, column (a) for mother. Repeat these steps for father and nonparent custodian, if applicable.

**Line 8 Parents' Percentage (%) of Income from Line 1 -** Enter percentages from Line 2 under the appropriate columns. Amounts must total 100% in column (d).

**Line 9 Parents' Share of Work Related Child Care and Health Insurance Costs -** Multiply the total amount on Line 7, Column (d) by the percentage for each parent on Line 8. Enter amounts under the appropriate column for each parent.  
**Example 1:** \$400 (from line 7, column (d)) X 34% (from Line 8, column (a)) = \$136.00 representing Mother's share of Health Insurance/Work Related Child Care costs.  
**Example 2:** \$400 (from line 7, column (d)) X 66% (from Line 8, column (b)) = \$264.00 representing Father's share of Health Insurance/Work Related Child Care costs. The two amounts total \$400 (column (d)).



**Line 10** **Parents' Adjusted Child Support Obligation** - *To identify each parent's adjusted child support obligation, meaning each parent's share of the monthly BCSO plus health insurance and work related child care costs, find each parent's BCSO on Line 4 (of this worksheet) and add (+) to those amounts each parent's answer from Line 9. Total the sums for each parent and enter amounts under the appropriate columns.*

**Example 1:** \$295.12 (from Line 4, column (a)) + \$136.00 (from Line 9, column (a)) = \$431.12 representing Mother's BCSO and share of Health Insurance/Work Related Child Care costs.

**Example 2:** \$572.88 (from line 7, column (b)) + \$264.00 (from Line 9, column (b)) = \$836.88 representing Father's BCSO and share of Health Insurance/Work Related Child Care costs.

**Line 11** **Credit for Monthly Amounts Parents Actually Pay or Will Pay for Work Related Child Care and/or Health Insurance Costs** - *Enter mother's amount from Line 7, column (a) on this line. Enter father's amount from Line 7, column (b) on this line.*

**Line 12** **Total Parents' Presumptive Child Support Obligation** - *Subtract (-) amounts on Line 11 from amounts on Line 10 for each parent and enter those amounts on this line under the appropriate column for each parent. After subtracting credit from each parent's adjusted child support obligation, for amounts actually paid or that will be paid for work related child care and health insurance costs, the resulting amount is known as the Presumptive Amount of Child Support.*

**Line 13** **Subtract Social Security** - *Write in only the total monthly amount paid by the Social Security Administration (SSA) and received by a child under the appropriate noncustodial parent (NPC) column. The child must be receiving a check on the parent's disability or retirement account that is a Title II Social Security benefit (RSDI/SSD); otherwise leave this line blank. Do not include payments for Supplement Security Income (SSI), as SSI does not count.*

**Line 14** **Final Monthly Child Support Obligation Amount** - *Subtract (-) amounts on Line 13 from amounts on Line 12 for each parent and enter the amounts on this line under the appropriate column for each parent. This line will show the final monthly child support obligation for the parent or parents designated as the noncustodial parent for the purpose of paying child support.*

**Line 15** **Uninsured Health Expenses** - *Carry down and enter on this line for each parent the percentage from Line 3 or enter a percentage agreed upon by the parties or ordered by the court.*

The child(ren)'s future uninsured health care expenses are the financial responsibility of both parents. The final child support order will include requirements for payment of the future uninsured health care expenses.

You will find electronic versions of the Child Support Calculators in an Excel format at this website:  
<http://www.georgiacourts.gov/csc/>.

## Guide of Useful Definitions

*Below are seven useful definitions that may help you better understand terms used in this form:*

1. **"Basic Child Support Obligation"** means the monthly amount of support displayed on the child support obligation table which corresponds to the combined adjusted income and the number of children for whom child support is being determined.
2. **"Health Insurance"** means the cost of premiums for any general health or medical policy paid by the Mother, Father and/or Nonparent Custodian for children included in this action. Costs for vision, dental or life insurance are not considered a part of Health Insurance. If the child's portion of the health insurance premium is not known, divide the total premium cost by the total number of persons included in the policy. Multiply that answer by the total number of children included in the policy to determine a per child premium cost. (*Example:* Total Monthly Health Insurance Premium of \$200 divided by 4 persons = \$50 per person, multiplied by 2 children covered and included in this action = \$100. Answer - Each child's portion of the health insurance premium is \$50 per month.)

3. **“Imputed Income”** means when establishing the amount of child support, if a parent fails to produce reliable evidence of income such as tax returns for prior years, check stubs, or other information, for determining current ability to pay child support, and the court or the jury has no other evidence of the parent's income or income potential, gross income for the current year will be imputed based on a 40 hour workweek at minimum wage.

4. **“Parents’ Monthly Gross Income”** is found at O.C.G.A. § 19-6-15 (f) of the Child Support Guidelines. The gross income of each parent includes all income from any source, before deductions for taxes and other deductions. Gross income does not include:

- A. Child support payments received by either parent for the benefit of a child of another relationship;
- B. Benefits received from public assistance programs such as PeachCare, TANF, food stamps; Supplemental Security Income (SSI) benefits; benefits under Section 402(d) of the Social Security Act for disabled adult children; low-income heating and energy assistance payments;
- C. Foster Care payments; and
- D. Nonparent custodian’s income.

5. **“Presumptive Child Support Obligation”** means the basic child support obligation including health insurance and work related child care costs.

### 6. **“Social Security”**

**Important:** Social Security Benefits as described here only apply to Title II (RSDI/SSD) benefits and not Supplemental Security Income (SSI) benefits received under Title XVI of the federal Social Security Act.

Benefits received by a child on the noncustodial parent’s account shall be counted as child support payments and shall be applied against the noncustodial ‘s final child support amount.

If the noncustodial parent’s child support obligation is greater than the Social Security benefits paid on behalf of the child, then the noncustodial parent is required to pay the amount exceeding the Social Security benefit as part of the final child support amount in the case. If the countable Social Security benefits are more than or equal to the amount of the noncustodial parent’s child support amount, the noncustodial parent’s child support responsibility is met and no further child support shall be paid.

Any Social Security benefit amounts sent to the custodial parent or nonparent custodian by the Social Security Administration for the child's benefit that is greater than the final child support amount shall be retained by the nonparent custodian or custodial parent for the child's benefit and may not be used to decrease the final child support order or reduce arrearages. The court will make a written finding of fact in the final child support order regarding the use of Social Security benefits in the calculation of the child support.

7. **“Work Related Child Care”** means expenses for the care of the child for whom support is being determined that are due to employment of either parent. The court may consider the child care costs associated with a parent’s job search, job training, or education of a parent that is necessary to obtain a job or enhance earning potential, not to exceed a reasonable time as determined by the court, if the parent proves by evidence that the job search, job training, or education will benefit the child being supported.

**The Georgia Pen and Paper EZ Child Support Worksheet:  
Simple Calculations with No Adjusted Income or Deviations**

**Read the following to find out if this is the right worksheet for you to use:**

If you want to claim any other circumstances, such as preexisting orders, qualified children, self-employment taxes, deviations, you must **STOP** now as you cannot use this form. Please instead use the Standard Child Support Worksheet and Schedules (paper or electronic – see page iii of the Instructions).

**Advisory:** To complete this form, use the attached instructions to reach the correct calculation amounts. Also see the Reference Guide attached for definitions of terms, information and helpful tips. Enter all amounts as monthly amounts.

Type of Court: \_\_\_\_\_

County: \_\_\_\_\_

Court/Civil Action/OSAH Case Number: \_\_\_\_\_

DHS/IV-D Case Number (if applicable) \_\_\_\_\_

Check box if DHS is Petitioner

Mother's name (please print) \_\_\_\_\_

Custodial Parent /  Noncustodial Parent (check one)

Father's name (please print) \_\_\_\_\_

Custodial Parent /  Noncustodial Parent (check one)

Nonparent Custodian's name, if any (please print) \_\_\_\_\_

Initial Action /  Modification Action (check one)

Date of Initial Child Support Order: \_\_\_\_\_

**List Only Children for Whom Support is Being Determined in This Case**

Child's Name	Year of Birth	Child's Name	Year of Birth
C1.		C4.	
C2.		C5.	
C3.		C6.	

**Parents' Presumptive Amount of Child Support (Do not include Nonparent Custodian's income)**

	(a) Mother	(b) Father	(c) Combined
1. Parents' monthly gross income	\$	\$	\$
2. Parent's percentage of total income (Must total 100%)	%	%	100%
3. Basic Child Support Obligation (BCSO) from attached Child Support Obligation Table			\$
4. Monthly BCSO amount for each parent	\$	\$	

	(a) Mother	(b) Father	(c) Nonparent Custodian	(d) Combined
<b>Additional Expenses</b>				
5. <b>Monthly Work Related Child Care Costs</b> <i>(If none, enter zero)</i>	\$	\$	\$	\$
6. <b>Monthly Health Insurance premium paid for the Children</b> <i>(If none, enter zero)</i>	\$	\$	\$	\$
7. <b>Total Monthly Work Related Child Care and Health Insurance Costs</b> <i>(If none, enter zero)</i>	\$	\$	\$	\$
8. <b>Parents' percentage (%) of Income from Line 2</b>	%	%		<b>100%</b>
9. <b>Parents' share of Work Related Child Care and Health Insurance Costs</b> <i>Multiply % on Line 8 for each parent by total monthly amount on Line 7.</i>	\$	\$		\$
10. <b>Parents' Adjusted Child Support Obligation</b> - <i>Each parent's monthly BCSO from Line 4 plus parent's share of work related child care expenses &amp; health insurance costs.</i>	\$	\$		
11. <b>Credit for Monthly Amounts parents actually pay or will pay for Work-Related Child Care and/or Health Insurance Costs</b>	\$	\$		
12. <b>Total Parents' Presumptive Child Support Obligation</b>	\$	\$		
13. <b>Subtract Social Security offset</b> - <i>If a child receives Title II Social Security benefits (i.e., RSDI/SSD for parent's disability /retirement) as a dependent on noncustodial parent's account, enter monthly amount child receives under that parent's column. If none, enter zero.</i>	\$	\$		
14. <b>Final monthly child support obligation amount for each parent</b> - <i>Only the noncustodial parent(s) will have the duty to pay.</i>	\$	\$		
<b>The amount on Line 14 is the Final Child Support Amount.</b>				
<b>Uninsured Health Expenses</b>				
15. <b>Uninsured Health Expenses</b> - <i>Carry down the percentage from Line 2 or enter a percentage agreed upon by the parties or ordered by the court.</i>		%	%	

## How to find the Basic Child Support Obligation (BCSO) using an example of the Table:

See below an *example* using an excerpt from the Table intended to help one understand how to select the correct BCSO.

The table displays the dollar amount of the BCSO corresponding to various levels of combined adjusted income of the children's parents and the number of children for whom a child support order is being established or modified in the present action. To use the table correctly, one must find the amount of the Combined Adjusted Income on the table that is most closely related to the parents' gross income.

Once you have determined the amount of Total "Combined Adjusted Income" to use, go to the column that represents the number of children included in your worksheet. Follow across the line of income and down the column for the number of children in the action until they intersect. That sum will be used as the Basic Child Support Obligation amount and entered on Line 3 of the worksheet.

<b>Georgia Schedule of Basic Child Support Obligations</b>						
<b>Combined Adjusted Income</b>	<b>One Child</b>	<b>Two Children</b>	<b>Three Children</b>	<b>Four Children</b>	<b>Five Children</b>	<b>Six Children</b>
2,800	583	829	962	1,073	1,180	1,284
2,850	592	842	977	1,089	1,198	1,303
2,900	601	855	992	1,106	1,216	1,323

In this *example*, the parents' Total "Combined Adjusted Income" is \$2867.90 (*found on Line 2*). The amount of income on the table that is closest to the parents' income is \$2,850.00. **Thus, in this example, the correct amount of the Total "Combined Adjusted Income" to use is \$2850.00.**

Why did we choose \$2850.00 and neither of the other two amounts? This can be explained by looking at the difference in the actual gross income of the parents' when compared to the amounts found under the column in the table labeled "Combined Adjusted Income".

The difference between \$2867.90 and \$2800 is \$67.90.

The difference between \$2867.90 and \$2850 is \$17.90. (Most closely related amount.)

The difference between \$2867.90 and \$2900 is \$32.10

IN THE SUPERIOR COURT OF FLOYD COUNTY,  
STATE OF GEORGIA

Plaintiff / Petitioner,	)	
	)	
v.	)	CIVIL ACTION FILE
	)	
Defendant / Respondent.	)	No. _____

**PARENTING PLAN**

- The Parties have agreed to the terms of this Plan and affirm the accuracy of the information provided, as shown by their signatures at the end of this agreement.
- This Plan has been prepared by the Court.
- This Plan:    is a new plan.  
                   modifies an existing parenting plan dated \_\_\_\_\_.

**1. Legal Custody & Decision Making**

Each parent shall make decisions regarding the day-to-day care of a child while the child is staying with that parent including any emergency decisions affecting the health or safety of the child.

***[Check & complete only one of the following, either a) or b).]***

- a) The \_\_\_\_\_ shall have sole legal custody of the child(ren) and shall have the authority to make the major decisions concerning the child(ren)'s education, extracurricular activities, health care, and religious upbringing.
- b) Both parties shall share joint legal custody. The parents shall consult each other and try to reach a joint decision on all major issues concerning the child(ren). However, if the parents are unable to reach a joint decision on one of these issues, then the final decision shall be made as follows:
  - (1) The parent with primary physical custody of the child(ren) shall make the final decision on the issue.
  - (2) The parents shall divide the authority to make the final decisions as follows:
 

• Education Decisions	<input type="checkbox"/> Plaintiff	<input type="checkbox"/> Defendant
• Extracurricular activities	<input type="checkbox"/> Plaintiff	<input type="checkbox"/> Defendant
• Non-Emergency Health Decisions	<input type="checkbox"/> Plaintiff	<input type="checkbox"/> Defendant

- Religious Upbringing  Plaintiff  Defendant
- \_\_\_\_\_  Plaintiff  Defendant
- \_\_\_\_\_  Plaintiff  Defendant
- \_\_\_\_\_  Plaintiff  Defendant

**2. Physical Custody**

*[Check & complete only one of the following, either a), b), or c). If you choose b) or want a custody arrangement that is not shown here, you should consult an attorney for appropriate language to use in place of this section.]*

- a) • The **Primary Physical Custodian** (*the parent which the children spends the majority of their time with*) of the child(ren) is the \_\_\_\_\_.
- The **Non-Custodial Parent** (*the parent who has the right to exercise parenting time/visitation*) of the child(ren) is the \_\_\_\_\_.
- b) Both parties shall share joint physical custody. A detailed plan of the living arrangements of the child(ren) **has been attached** to this Parenting Plan.
- c) The parents have agreed to split physical custody of the children, with one (or more) children living with the Plaintiff and the others living with the Defendant as follows:

<u>Child's Name</u>	<u>Child's Year of Birth</u>	<u>Parent with Primary Physical Custody</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**3. Visitation & Parenting Time**

The Non-Custodial Parent shall have the right to reasonable visitation with the minor child(ren), at any time by mutual consent of the parents, provided that the beginning and ending times of the visitation have been put into writing and signed by both parents before the start of the visitation. In arranging visitation, the parents shall take into consideration the needs of the child(ren)'s school work, extracurricular activities, and child care arrangements.

- a) If the parents cannot agree on specific visitation, the parents shall have the right to visitation according to the schedule attached to this Parenting Plan as “**Exhibit A.**”
- b) The visiting parent shall notify the other parent at least 24 hours in advance of any scheduled visitation if he/she does not intend to exercise that visitation opportunity.
- c) The visiting parent shall arrive to pick up the child(ren) for visitation within \_\_\_\_\_ minutes of the scheduled time, or shall lose that visitation opportunity.

d) **Transportation Arrangements:**

(1) For visitation, the place of meeting for the exchange of the child(ren) shall be: \_\_\_\_\_

(2) The \_\_\_\_\_ (*insert parent name*) will be responsible for transportation of the child(ren) at the beginning of visitation and the \_\_\_\_\_ (*insert parent name*) will be responsible for transportation of the child(ren) at the conclusion of visitation.

(3) Transportation costs, if any, will be allocated as follows: \_\_\_\_\_

(4) Other Provisions: \_\_\_\_\_

e) **Supervised Visitation:**

(1) No supervised visitation is required.

(2) The non-custodian parent shall have supervised visitation with the child(ren) as follows:

(A) Visitation shall take place at: \_\_\_\_\_

(B) Person/Organization supervising: \_\_\_\_\_

(C) Cost of supervision, if any, shall be paid by: \_\_\_\_\_

(D) Supervision shall be required until \_\_\_\_\_



**4. Other Parental Rights and Responsibilities**

a) **Basic Principles** - The parents recognize that a close and continuing parent-child relationship in the child's life is in the best interest of the child(ren). The parents recognize that the child(ren)'s needs will change and grow as the child(ren) mature and the parents agree to make a good faith effort to take these changes into account so that future modifications to the parenting plan are minimized. The parents agree that the welfare of the child(ren) is the most important and each agrees to encourage a feeling of affection and respect between the child(ren) and the other parent.

b) **Parent to Parent Communication** – Each parent shall promptly provide the other parent with their current address and phone number. A parent changing their address must give at least 30 days' advance notice of the change.

**Exemption:** Due to prior acts of family violence, the address of the child(ren) and victim of family violence shall be kept confidential. The protected parent shall promptly notify the other parent, through a third party, of any change in contact information necessary to conduct visitation.

c) **Parent to Child Communication** – When the child(ren) are in the physical custody of one parent, the other parent has the right to contact the child(ren) as follows:

Reasonable telephone access, defined as no more than one call per day between the hours of \_\_\_ a.m. and \_\_\_ p.m., not to exceed \_\_\_ minutes, at the expense of the calling parent.

Reasonable text message or email communication.

Other: \_\_\_\_\_  
\_\_\_\_\_

d) **Access to Information and Records** - The parents agree that both parents will have access to all of the child(ren)'s records and information including, but not limited to, education, health, health insurance, extracurricular activities, and religious communications. The parents shall take the necessary action with school authorities of the school(s) in which the child(ren) are enrolled to:

(1) List both parents as a parent of the child;

(2) Authorize the school to release both parents any and all information concerning the child(ren); and

(3) Ensure both parents receive copies of any notices regarding the child(ren).

**Limitations on Access Rights:** \_\_\_\_\_  
\_\_\_\_\_

**5. Special Considerations**

Please list any special circumstances of which the Court should be aware of (e.g., health issues, educational issues, etc.). If necessary, please attach an addendum:

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**6. Parent's Consent**

We knowingly and voluntarily agree on the terms of this Parenting Plan. Each of us affirms that the information we have provided in this Plan is true and correct.

\_\_\_\_\_  
Plaintiff [*Sign in front of a Notary*]  
Name [*Print*]: \_\_\_\_\_

\_\_\_\_\_  
Defendant [*Sign in front of a Notary*]  
Name [*Print*]: \_\_\_\_\_

Sworn to and signed before me, this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to and signed before me, this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**ORDER**

The Court has reviewed the foregoing Parenting Plan, and it is hereby made the order of this Court.

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Judge  
Superior Court of Floyd County  
Rome Judicial Circuit

**“Exhibit A” – Visitation Schedule.**

During the term of this parenting plan the **non-custodial parent** shall have, at a minimum, the following rights of parenting time/visitation. To resolve any conflicts in the visitation provided under this schedule, the holiday visitation provided under paragraphs (c) and (d) shall have priority over the weekend, weekday, and summer visitation in paragraphs.

**a) Weekend Time**

1. A weekend shall be:
  - The weekend of the first and third Friday of each month.
  - The weekend of the first, third, and fifth Friday of each month.
  - The weekend of the second and fourth Friday of each month.
  - Other: \_\_\_\_\_.
  
2. For purposes of this Parenting Plan, a weekend will start at \_\_\_\_\_ [Write down starting time and indicate am or pm] on  Thursday/  Friday/  Saturday/ or  Other: \_\_\_\_\_ and the weekend will end at \_\_\_\_\_ [Write down ending time] on  Sunday/  Monday/ or  Other: \_\_\_\_\_.

**b) Weekday Time**

- None.
  - Every \_\_\_\_\_ evening.
  - Every other \_\_\_\_\_ evening.
  - Other: \_\_\_\_\_.
1. For purposes of this Parenting Plan, a weekday will begin at \_\_\_\_\_ a.m./p.m. and will end [ \_\_\_\_\_ p.m. / when the child(ren) return(s) to school or day care the next morning/Other: \_\_\_\_\_].

**c) Holidays:** The child(ren) shall spend holidays with each parent on the following schedule. [NOTE: When filling out the Holiday section, please check only one preference and be careful not to check the same years for both parents. For example, if you check Even-number years for Plaintiff to have Spring vacation, then you should not also check Even-number years for Defendant to have Spring vacation.]

Holiday	With Defendant	With Plaintiff
<b>Spring Vacation:</b> From ____ p.m. on the day school lets out for vacation, until ____ p.m. on the day before the child(ren) return to school.	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years
<b>Fall Vacation:</b> From ____ p.m. on the day school lets out for vacation, until ____ p.m. on the day before the child(ren) return to school.	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years
<b>Father's Day:</b> From _____ to _____ p.m.		
<b>Mother's Day:</b> From _____ to _____ p.m.		

**“Exhibit A” – Visitation Schedule**

Holiday	With Defendant	With Plaintiff
Thanksgiving: (define) _____ _____	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years
Christmas: (define) _____ _____	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years
Summer Vacation: (define) _____ _____		
Winter Vacation: (define) _____ _____		

**d) Other Holidays (if applicable):**

Plaintiff's Birthday: \_\_\_\_\_

Defendant's Birthday: \_\_\_\_\_

Martin Luther King, Jr. Day: \_\_\_\_\_

Memorial Day: \_\_\_\_\_

July Forth: \_\_\_\_\_

Labor Day: \_\_\_\_\_

Halloween: \_\_\_\_\_

Child(ren)'s Birthday(s): \_\_\_\_\_

Religious Holidays: \_\_\_\_\_

Other Holidays: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff [*Sign in front of a Notary*]  
Name [*Print*]: \_\_\_\_\_

\_\_\_\_\_  
Defendant [*Sign in front of a Notary*]  
Name [*Print*]: \_\_\_\_\_

Sworn to and signed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to and signed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_



school on a full-time basis, then the **child support** shall continue for the **child through the month when the child** has graduated from secondary school or **through the month when the child** reaches twenty years of age, whichever occurs first.

(b) **Stops at Age 18** - The **child support** shall continue monthly thereafter until each **child** reaches the age of eighteen, dies, marries, or otherwise becomes emancipated.

(c) **Until Further Order** - This is not a final order, so the **child support** shall continue until further order of this Court.

(d) **Until Specific Date** - The **child support** shall continue monthly thereafter until \_\_\_\_\_.

#### 6. Deviation from Presumptive Amount

*[You must check & complete only one of the following paragraphs.]*

(a) **No Deviation** - It has been determined that none of the Deviations allowed under OCGA § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The amount of support in Paragraph 4 above is the Presumptive Amount of Child Support shown on the attached *Child Support Worksheet*.

(b) **Deviation** - It has been determined that one or more of the Deviations allowed under OCGA § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The Presumptive Amount of Child Support that would have been required under OCGA § 19-6-15 if the deviations had not been applied is \$ \_\_\_\_\_ per month, as shown on the attached *Child Support Worksheet*. The attached *Schedule E* explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the presumptive amount of child support.

7. **Split Parenting**-A split parenting situation occurs when the parents have two or more children together, where at least one of the children spends more than 50% of the time with one parent, and at least one of the children spends more than 50% of the time with the other parent.

*[You must check & complete only one of the following paragraphs.]*

(a) **Not Split Parenting Case** - This case does not involve Split Parenting.

(b) **Split Parenting Case** - This is a Split Parenting case.

Separate *Child Support Worksheets* have been filed for the **children** living with the Mother and for the **children** living with the Father, and a *Child Support Order Addendum* has been entered in this action for each parent. At this time, the Mother is obligated to pay the sum of \$ \_\_\_\_\_ per month to the Father, and the Father is obligated to pay the sum of \$ \_\_\_\_\_ per month to the Mother.

*[If you checked (b) above, you must check & complete only one of the following subparagraphs.]*

(1) **Net Payment** - For so long as these amounts remain in effect, the \_\_\_\_\_ shall pay only the difference between the two amounts (which is \$ \_\_\_\_\_) to the \_\_\_\_\_, who shall not be required to pay the child support obligation to the other parent.

(2) **Zero Payment** - The parents' child support obligations are equal. For so long as the amounts remain equal, neither parent shall pay any child support payment to the other parent.

(3) **Full Payment From Each** - Each parent shall pay the full amount of his or her child support obligation to the other.

### **8. Health, Dental & Vision Insurance for Children**

*[You must check & complete all parts of only one of the following paragraphs, (a) or (b).]*

(a) **Insurance Available** - The following insurance for the children involved in this action is available at a reasonable cost to the \_\_\_\_\_ through that parent's employer or the PeachCare program:

Health (medical, mental health and hospitalization) Dental Vision.

So long as it remains available to that parent, the \_\_\_\_\_ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall be continued for the child **until the month when** the child has graduated from secondary school or **through the month the child reaches** twenty years of age, whichever occurs first.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

(2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

(b) **Insurance Not Available** - Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for these children, then that parent must obtain the following types of insurance, unless it is then being provided by the other parent:

Health (medical, mental health and hospitalization) Dental Vision.

When insurance has been obtained by either party, Paragraphs 8 (a)(1) and (2) shall apply.

9. **Uninsured Health Care Expenses** - The \_\_\_\_\_ shall pay \_\_\_ % and the \_\_\_\_\_ shall pay \_\_\_ % of all expenses incurred for the children's health care (including medical, dental, mental health, hospital and vision care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within fifteen (15) days after receiving the verification of a particular health care expense.

10. **Parenting Time Amounts** - The approximate number of days of parenting time per year according to the visitation order is \_\_\_ days for the Father and \_\_\_ days for the Mother.

### 11. Social Security Benefits

*[You must check & complete only one of the following paragraphs.]*

(a) **Not Received** - The **children** do not receive Title II Social Security benefits under the account of the parent ordered to pay **child support**.

(b) **Received** - The **children** receive Title II Social Security benefits under the account of the parent ordered to pay **child support**. The benefits received by the **children** shall be counted as **child support** payments, and shall be applied against the final **child support** order to be paid by that parent.

(1) If the amount of benefits received is less than the amount of **support** ordered, the obligor shall pay the amount exceeding the Social Security benefit.

(2) If the amount of benefits received is equal to or more than the amount of **support** ordered, the obligor's responsibility is met and no further **support** shall be paid.

(3) Any Title II benefits received for the **children's** benefit shall be retained by the custodial parent or nonparent custodian for the **children's** benefit, and it shall not be used as a reason for decreasing the final **child support** order or reducing arrearages.

### 12. Modification

*[You must check & complete only one of the following paragraphs.]*

(a) **Not Modification Action** - This is an initial determination of **child support**, not a modification action.

(b) **Support Not Modified** - This action is a modification action, but the order does not modify the amount of **child support** that was previously ordered for these **children**. The date of the initial **support** order concerning this **child support** case was:



(c) **Support Amount Modified** - The Order modifies the amount of **child support** that was previously ordered for these **children**. The basis for the modification is:

- (1) Substantial change in the income and financial status of the Father;
- (2) Substantial change in the income and financial status of the Mother;
- (3) Substantial change in the needs of the Children;
- (4) The noncustodial parent failed to exercise visitation provided under the prior order;
- (5) The noncustodial parent has exercised more visitation than was provided in the prior order.

The date of the initial support Order concerning this child support case was: \_\_\_\_.

**13. Continuing Garnishment for Child Support** - Whenever, in violation of the terms of the order, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

#### **14. Income Deduction Order**

*[You must check & complete only one of the following paragraphs: (a), (b) or (c).]*

(a) An *Income Deduction Order* shall be entered by the Court, under OCGA § 19-6-32, for payment of the child support and alimony (if any) provided. The *Income Deduction Order* shall take effect:

*[To finish (a), you must check either (1) or (2). Do not check both.]*

- (1) immediately upon entry by the Court.
- (2) upon accrual of a delinquency equal to one month's support. The *Income Deduction Order* may be enforced by serving a "Notice of Delinquency," as provided in OCGA § 19-6-32 (f).
- (b) The parties agree that an *Income Deduction Order* is not immediately necessary.
- (c) The Court finds that there is good cause not to require income deduction, having determined that income deduction will not serve the **children's** best interests and that there has been sufficient proof of timely payment of any previously ordered **support**.

**Parties' Consent** (if applicable) - We knowingly and voluntarily agree on the terms of this Order. Each of us affirms that the information we have provided in this **Addendum** is true and correct.

\_\_\_\_\_  
Father's Signature

\_\_\_\_\_  
Mother's Signature

**ORDER**

The Court has reviewed the foregoing *Child Support Addendum*, and it is hereby made the Order of this Court.

This Order entered on \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
JUDGE, SUPERIOR COURT OF FLOYD COUNTY

IN THE SUPERIOR COURT OF FLOYD COUNTY,  
STATE OF GEORGIA

\_\_\_\_\_, )  
Plaintiff, )  
v. ) CIVIL ACTION FILE  
\_\_\_\_\_, ) No. \_\_\_\_\_  
Defendant )

RULE NISI

The above Plaintiff having filed a *Petition for Divorce* and the same having been read and considered, the parties are ordered to appear before this Court on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ in Superior Courtroom \_\_\_\_ on the third floor of the Floyd County Courthouse, 3 Government Plaza, Rome, Georgia to show cause why the relief sought should not be granted.

\_\_\_\_\_  
Judge/Clerk  
Superior Court of Floyd County  
Rome Judicial Circuit

Presented by:

Plaintiff  Defendant *Pro se*

IN THE SUPERIOR COURT OF FLOYD COUNTY,  
STATE OF GEORGIA

Plaintiff,	)	
	)	
v.	)	CIVIL ACTION FILE
	)	
Defendant	)	No. _____
	)	

**FINAL JUDGMENT AND DECREE OF DIVORCE**

Upon consideration of this case and the evidence submitted, it is the judgment of the Court that a total divorce be granted between the parties to this case. It is hereby ordered that the marriage contract entered into between the parties is hereby set aside from this date and fully dissolved. Plaintiff and Defendant shall now be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever, and both shall have the right to remarry.

The Court further orders that:

**1. Settlement Agreement**

The *Settlement Agreement* made between the parties is hereby approved and incorporated into this *Final Judgment*. Both parties are ordered to strictly obey all of its terms.

**2. Restoration of Name**

The former name of the  Plaintiff or  Defendant shall be restored to:  
\_\_\_\_\_.

**3. Child Support**

This case does not determine or modify child support.  
 The *Child Support Worksheet*, and appropriate schedules have been attached and are hereby made part of this order.

This decree is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Judge  
Superior Court of Floyd County  
Rome Judicial Circuit



PLEASE PRINT OR TYPE ALL INFORMATION LEGIBLY AND CORRECTLY BELOW.

REQUIRED INFORMATION					
CIVIL ACTION NUMBER		DATE DECREE GRANTED (MONTH, DAY, YEAR)		COUNTY DECREE GRANTED	
FIRST NAME OF PARTY 1		MIDDLE NAME	LAST NAME		LAST NAME AT BIRTH
DATE OF BIRTH (MONTH, DAY, YEAR)		COUNTY OF RESIDENCE		NUMBER OF THIS MARRIAGE (FIRST, SECOND, ETC.)	
FIRST NAME OF PARTY 2		MIDDLE NAME	LAST NAME		LAST NAME AT BIRTH
DATE OF BIRTH (MONTH, DAY, YEAR)		COUNTY OF RESIDENCE		NUMBER OF THIS MARRIAGE (FIRST, SECOND, ETC.)	
SPECIFY GROUNDS FOR DIVORCE (19-5-3, OCGA)			NUMBER OF CHILDREN LESS THAN 18 AFFECTED BY THIS DECREE		

This above Report may be reproduced by use of a computer. However, the finished Report must be a close reproduction of the original, and prior review and approval must be obtained from the State Registrar before use. (31-10-7, O.C.G.A.)

**31-10-22. Record of divorce, dissolutions, and annulments.**

(a) A record of each divorce, dissolution of marriage, or annulment granted by any court of competent jurisdiction in this state shall be filed by the clerk of the court with the department and shall be registered if it has been completed and filed in accordance with this Code section. The record shall be prepared by the petitioner or the petitioner's legal representative on a form prescribed and furnished by the state registrar and shall be presented to the clerk of the court with the petition. In all cases, the completed record shall be a prerequisite to the granting of the final decree.

(b) The clerk of the superior court shall complete and forward to the department on or before the tenth day of each calendar month the records of each divorce, dissolution of marriage, or annulment decree granted during the preceding calendar month.