

# **DIVORCE WITH MINOR CHILDREN**

# **4**

## **THE COURT ORDER**

Part 4: To get the Divorce Decree

(Forms Packet)

## DIVORCE FOR A NON-COVENANT MARRIAGE WITH MINOR CHILDREN

### Part 4: THE DECREE/COURT ORDER

#### CHECKLIST

*You may use the forms and instructions in this packet if . . .*

- ✓ You or your spouse filed a ***“Petition for Dissolution of a Non-Covenant Marriage (Divorce) With Minor Children”***, **AND**
- ✓ You and your spouse have minor children with each other, **AND**
- ✓ You have attended the Parent Information Program and have filed your certificate of attendance with the Clerk of the Court, **AND**
- ✓ You have completed the court papers concerning where the children will live, parenting time for each parent, who will have legal authority to make decisions concerning the children, and child support as well, **AND**
- ✓ You are going to a default hearing **or** you are going to a divorce trial.

**READ ME:** Consulting a lawyer before filing documents with the court may help prevent unexpected results. A list of lawyers you may hire to advise you on handling your own case or to perform specific tasks, as well as a list of court-approved mediators can be found on the Law Library Resource Center website.

## DIVORCE WITH MINOR CHILDREN

### PART 4 – FORMS: THE COURT ORDER / DIVORCE DECREE

This packet contains court forms and instructions to file for a divorce with minor children. Items in **BOLD** are forms that you will need to file with the Court. Non-bold items are instructions or procedures. Do not copy or file those pages!

Order	File Number	Title	# pages
1	DRDC8k	Checklist: <i>You may use these forms if...</i>	1
2	DRDC8ft	Table of Contents (this page)	1
3	DRDC81f	<b><i>“Decree of Dissolution of Marriage (Divorce) -- With Minor Children”</i></b>	14
4	DRCVG11f	<b><i>“Parenting Plan”</i></b>	9
5	DRS81f	<b><i>“Child Support Order”</i></b>	7

**You will need to use the FREE Online Child Support Calculator to produce the *Child Support Worksheet* that must accompany this *Decree or Agreement*.**

Click on “ezCourtforms – Prepare a Child Support Worksheet.”

The documents you have received are copyrighted by the Superior Court of Arizona in Maricopa County. You have permission to use them for any lawful purpose. These forms shall not be used to engage in the unauthorized practice of law. The Court assumes no responsibility and accepts no liability for actions taken by users of these documents, including reliance on their contents. The documents are under continual revision and are current only for the day they were received. It is strongly recommended that you verify on a regular basis that you have the most current documents.

Person Filing: (A) \_\_\_\_\_  
Address (if not protected): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
ATLAS Number: \_\_\_\_\_  
Lawyer's Bar Number: \_\_\_\_\_

FOR CLERK'S USE ONLY

Representing  Self, without a Lawyer or  Attorney for  Petitioner OR  Respondent

## SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

\_\_\_\_\_  
(B) Petitioner / Party A

Case Number: \_\_\_\_\_

ATLAS Number: \_\_\_\_\_  
(if applicable)

\_\_\_\_\_  
(B) Respondent / Party B

### DECREE OF DISSOLUTION OF A NON-COVENANT MARRIAGE WITH MINOR CHILDREN

#### THE COURT FINDS: (c)

1. This case has come before this Court for a final Decree of Dissolution of Marriage. The Court has taken all testimony needed to enter a Decree, or the Court has determined testimony is not needed to enter the Decree.
2. This Court has jurisdiction over the parties under the law and the children under the provisions of A.R.S. § 25-1301. The provisions of this Decree are fair and reasonable under the circumstances, and are in the best interests of the minor child(ren) as to authority for legal decision-making (legal custody), parenting time, and support.
3. **SERVICE BY PUBLICATION:**  
 The Petition for Dissolution was served by publication. The Court cannot make a legal order, with respect to issues of child support, medical and dental insurance, payments, expenses for the minor child(ren), community property or debt, or spousal maintenance/support. The Court reserves jurisdiction until personal service of the Petition for Dissolution is effected to consider the maintenance/support of spouse, the disposition of community property or debts, child support, and any other relief requested in the Petition or orders deemed necessary by the Court.
4. **90 DAY REQUIREMENT:** At the time this action was filed, one or both parties had lived in, or been stationed in Arizona while a member of the United States Armed Forces, for more than 90 days.
5. **Conciliation and Covenant Marriage:** The provisions of A.R.S. § 25-381.09 relating to Conciliation Court either do not apply or have been met. **This marriage is not a covenant marriage.**
6. **Irretrievably Broken:** The marriage is irretrievably broken.
7. **Issues of Minor Children, Child Support and Spousal Maintenance, Division of Property and Debt:** Where it has the legal power and where it is applicable to the facts of this case, this Court has considered, approved, and made Orders relating to issues of legal decision-making (legal custody), parenting time, child support, spousal maintenance (alimony), and the division of property and/or debts.

**8. THIS ORDER APPLIES TO THE FOLLOWING CHILD(REN):**

Name	Date of Birth
_____	_____
_____	_____
_____	_____

Same information for additional children listed on attached page made part of this document by reference.

**9. Pregnancy and Paternity:**

- Party A is **not** pregnant, **OR**
- Party A is **pregnant**, and Party B  **IS** OR  **IS NOT** a parent of the child.
- Party B is **not** pregnant. **OR**
- Party B is **pregnant** and Party A  **IS** OR  **IS NOT** a parent of the child.
- Party A and Party B are the legal parents of the following child(ren) born to the parties *before* the marriage:

Name(s)	Date(s) of Birth
_____	_____
_____	_____
_____	_____

**10. Spousal Maintenance/Support:**

- Party A, OR  Party B** lacks enough property, including property given to him or her as part of this divorce, to provide for his or her reasonable needs, and is unable to support himself or herself through an appropriate job, or he or she is providing the primary care to a child(ren) of young age or is of a condition that they should not be required to look for work outside the home, or lacks earning ability necessary to support himself or herself, or contributed significantly to the educational opportunities of the other spouse, or had a marriage that lasted a long time and is of an age that may severely limit the possibility of getting a job to support himself or herself.

**11. Parent Information Program:**

- A. **Party A**  has attended the Parent Information Program as evidenced by the **“Certificate of Completion”** in the Court file. **OR**  
**Party A**  has not attended the Parent Information Program and  shall be denied any requested relief to enforce or modify this decree until Party A has completed the class.
- B. **Party B**  has attended the Parent Information Program as evidenced by the **“Certificate of Completion”** in the Court file. **OR**  
**Party B**  has **not** attended the Parent Information Program and  shall be denied any requested relief to enforce or modify this decree until Party B has completed the class.

**12. Domestic Violence:** If the Court enters an order for joint legal decision-making (legal custody) for the minor child(ren), check box "1" or box "2" and explain.

- A.  Domestic violence **has not** occurred during this marriage, **OR**
- B.  Domestic violence **has** occurred, but
  - It was **mutual** (committed by both parties), (see A.R.S. § 25-43.03(D).)
  - It is otherwise still in the **best interests of the minor child(ren)** to grant joint or sole legal decision-making (joint or sole legal custody) to a party who has committed domestic violence because:

---



---



---



---

**13. Drug Or Alcohol Conviction Within Last Twelve Months:**

- Party A** has been convicted of driving under the influence of alcohol or drugs, or was convicted of any drug offense within 12 months of filing the request for legal decision-making (legal custody).
- Party B** has been convicted of driving under the influence of alcohol or drugs, or was convicted of any drug offense within 12 months of filing the request for legal decision-making (legal custody).
- The legal decision-making (legal custody) and/or parenting time arrangement ordered by this Court appropriately protects the minor child(ren).

**14. Child Support:** The Court finds that Party A and Party B owe a duty to support the child(ren) listed above. The required financial factors and any discretionary adjustment pursuant to the Arizona Child Support Guidelines are as set forth in the Parent's Worksheet for Child Support are attached hereto and incorporated by reference.

Child support has been determined in accordance with the Arizona Child Support Guidelines.

**OR**

**a. Deviation from Child Support:** Application of the Arizona Child Support Guidelines in this case is inappropriate or unjust. The Court has considered the best interests of the minor child(ren) in determining that a deviation is appropriate and makes the following findings:

- Application of the guidelines is inappropriate
- Application of the guidelines is unjust

**The Court makes the following finding regarding the deviation:**

- The child support order would have been \$ \_\_\_\_\_
- The child support order after deviation is \$ \_\_\_\_\_

**b. Parenting Time Adjustment:** Court Approved Discretionary Parenting Time Adjustment And/or other Adjustments: (The Court must make written findings if any of these adjustments are made.)

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

**c. Ability to Pay Child Support:** The Court finds that the person responsible for paying child support has the ability to pay child support:

- In the amount entered on Line 34 of the Worksheet for \$ \_\_\_\_\_
- In an adjusted amount calculated using the self-support reserve on line 35 of the Worksheet for \$ \_\_\_\_\_

**15. Legal Decision-Making Authority (Legal Custody) for Minor Child(ren):** (Check/complete **only if** legal decision-making authority (legal custody) is contested or joint legal decision-making (legal custody) is ordered.)

- The legal decision-making authority (legal custody) order or agreement is in the best interests of the minor child(ren) for the following reasons: (List the reasons.)

**REASONS:**

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

**16. Supervised or No Parenting Time:** (Check and complete **if** applicable.) (Check and complete **only if** supervised parenting time or no parenting time is ordered.)

- Supervised Parenting Time** between the minor children and  Party A **OR**  Party B
- OR**
- No Parenting Time by**  Party A **OR**  Party B, **is in the best interests of the minor child(ren), for the following reasons:** (Explain the reasons)

**REASONS:**

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

**17. Community Property and Debt:**

- The parties did **not** acquire any community property or debt during the marriage, **OR**
- There **IS** an agreement as to division of community property and debt; all community property and debt is divided pursuant to this Decree.
- There is **NO** agreement as to division of community property and debt, but all community property and debt is divided pursuant to this Decree.

**18. Separate Property and Debt:**

- The parties did **not** acquire any separate property or debt during the marriage, **OR**
- There **IS** an agreement as to division of separate property and debt; all separate property and debt is divided pursuant to this Decree.
- There is **NO** agreement as to division of separate property and debt, but all separate property and debt is divided pursuant to this Decree.

**THE COURT ORDERS: (D)**

1. **MARRIAGE IS DISSOLVED:** The marriage of the parties is dissolved and the parties are restored to the legal status of single persons.

2. **NAME RESTORATION:**

The name of the  Party A or  The Party B, whose complete married name is :  

--	--	--

**Is restored to:** (List the complete legal name or maiden name as before this marriage)  

--	--	--

3. **ENFORCEMENT OF TEMPORARY ORDERS:** All obligations ordered to be paid by the parties in Temporary Orders dated (fill in dates of ALL temporary orders here) \_\_\_\_\_

\_\_\_\_\_ are satisfied in full **OR**

judgment is awarded against the party with the obligation up to the amount due and owing as of the date of this Decree, with the highest legal interest allowed by law, for the total amount of \$ \_\_\_\_\_.

4. **PREGNANCY AND PATERNITY**

**A child who is common to the parties is expected to be born this date:** \_\_\_\_\_

The orders below as to legal decision-making (legal custody), parenting time, child support, and medical insurance/expenses do **not** include this child; the Court reserves jurisdiction to address these issues regarding this child when the child is born.

a. **CHILDREN:** This Decree includes all minor children common to the parties as follows:

NAME(S) OF MINOR CHILD(REN)	DATE(S) OF BIRTH

b.  **PATERNITY:** The Party A and Party B are declared to be the parents of the minor children named below, born *before* the marriage:

Children Born BEFORE the Marriage	DATE(S) OF BIRTH



FOR ANY ABOVE-NAMED MINOR CHILD BORN IN THE STATE OF ARIZONA, THE CLERK OF COURT SHALL FORWARD A COPY OF THIS ORDER TO THE OFFICE OF VITAL RECORDS, WHICH IS ORDERED TO AMEND THE BIRTH CERTIFICATE(S) AS FOLLOWS:

(List full names of / the party as appears on the party's Social Security card or other government issued official document and as should appear on the children's birth certificate(s))

1. **Add the name:** (List one name only)

--	--	--	--

as a parent on the above-named minor child(ren)'s birth certificate(s) if no name is already listed.

2. **NAME CHANGE:** (Optional) The names of one or more of the minor children for whom paternity has been established above shall be changed as follows:

Current Legal Name	New Name <i>(optional)</i>
_____	_____
_____	_____
_____	_____
_____	_____

c. **Minor Child(ren) to Whom This Decree Does Not Apply:**

It is ordered that [ ] **Party A** [ ] **Party B** has no legal obligation or right to the minor child(ren) born during the marriage but **not** common to the parties. These minor children include: (Use additional paper if necessary)

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

Child expected to be born this date: \_\_\_\_\_

5. **PRIMARY RESIDENCE, PARENTING TIME, and AUTHORITY FOR LEGAL DECISION-MAKING (LEGAL CUSTODY)**

a. **PRIMARY RESIDENCE:**

In accord with the Parenting Plan signed by both parties NEITHER parent's home is designated as the primary residence, OR

Party A's home is designated the primary residence of: \_\_\_\_\_

Party B's home is designated the primary residence of: \_\_\_\_\_

**SUBJECT TO PARENTING TIME AS FOLLOWS:**

**b. PARENTING TIME:**

Reasonable parenting time rights as described in the Parenting Plan attached as Exhibit B and made a part of this Decree. By attaching the Parenting Plan to this Order, the Parenting Plan becomes part of the final Order and carries the same legal weight as any other order of this Court. **OR**

NO PARENTING TIME RIGHTS to  Party A OR  Party B, **OR**

SUPERVISED PARENTING TIME to  Party A OR  Party B according to the terms of the Parenting Plan attached as Exhibit B and made part of this Decree. Parenting time may only take place in the presence of another person, named below or otherwise approved by the Court.

No Parenting Time or Supervised Parenting Time is in the best interests of the child(ren) because: (Explain) \_\_\_\_\_

\_\_\_\_\_

(IF supervised) Name of supervisor: \_\_\_\_\_

The cost of supervised parenting time will be paid by the:

- The party being supervised,
- The party having legal decision-making, **OR**
- Shared equally by the parties

Restrictions on parenting time (if applicable): \_\_\_\_\_

\_\_\_\_\_

**c. AUTHORITY FOR LEGAL DECISION-MAKING (LEGAL CUSTODY):**

1.  SOLE AUTHORITY CONCERNING LEGAL DECISION-MAKING for the minor children is awarded to:

Party A, **OR**  Party B,

**OR**

2.  JOINT LEGAL DECISION-MAKING (JOINT LEGAL CUSTODY): Party A and Party B agree to act as joint legal decision makers regarding the minor child(ren), pursuant to A.R.S. § 25-403, and as set forth in the Joint Legal Decision-Making (Custody) Agreement and Parenting Plan signed by both parties and attached to this Decree as "Exhibit B." There having been no significant acts of Domestic Violence by either parent, or the Court having found it in the best interests of the minor child(ren), the Court adopts the terms of the Joint Legal Decision-Making (Custody) Agreement and Parenting Plan, which is attached to and made party of this Decree.

**6. CHILD SUPPORT:**

a.  The Child Support Order, \_\_\_\_\_, is attached hereto and incorporated by reference.  
(Date of Order)

**Party A**, OR  **Party B** shall pay child support to the other party in the amount of \$\_\_\_\_\_ per month **PAYABLE THE FIRST DAY OF THE MONTH** after the date this Decree is signed by the judge until further order of the Court. All child support payments shall be made through the Support Payment Clearinghouse, PO Box 52107, Phoenix, Arizona 85072-7107 by income withholding order and must include the statutory fee for the Income Withholding Order signed this date.

This Court cannot make a legal order, without personal service of the Petition for Dissolution, with respect to issues of child support, or medical, dental and vision care insurance for the minor child(ren). The court reserves jurisdiction to enter further orders at such time as the Court acquires personal jurisdiction over the responding party.

**b. MEDICAL, DENTAL, VISION CARE FOR MINOR CHILDREN:**

**Party A** is responsible for providing:  medical  dental  vision care insurance.

**Party B** is responsible for providing:  medical  dental  vision care insurance.

Medical, dental, and vision care insurance, payments and expenses are based on the information in the Parent's Worksheet for Child Support attached and incorporated by reference. The party ordered to pay must keep the other party informed of the insurance company name, address and telephone number, and must give the other party the documents necessary to submit insurance claims.

**Non-Covered Expenses**

**Party A** is ordered to pay: \_\_\_\_\_ %,

**Party B** is ordered to pay: \_\_\_\_\_ %,

For uninsured medical, dental, vision care, prescription and other health care charges for the minor child(ren), including co-payments.

**7. SPOUSAL MAINTENANCE/SUPPORT:**

a.  **Neither party shall pay spousal maintenance/support (alimony) to the other party, OR**

b.  **Party A**, OR  **Party B** is ordered to pay the other party the sum of \$\_\_\_\_\_ per month spousal maintenance/support **BEGINNING THE FIRST DAY OF THE MONTH** after the date this Decree is signed. Each payment shall be made by the first day of each month after that and shall continue until the receiving party is remarried or deceased **or** until (date)\_\_\_\_\_.

All payments shall be made through the Support Payment Clearinghouse PO Box 52107, Phoenix, Arizona 85072-7107 by income withholding order until all required payments have been made under this Decree. Payments made shall be included in receiving spouse's taxable income and is tax deductible from the paying spouse's income as required by law. Spousal maintenance payments end if the receiving party is remarried or deceased.

**8. PROPERTY, DEBTS AND TAX RETURNS:**

- a.  Party A is ordered to pay all debts unknown to Party B, AND
- Party B is ordered to pay all debts unknown to Party A, AND
- Each party is ordered to pay his or her debts from the following date, \_\_\_\_\_
- b.  Other orders and relief relating to property or debt are contained in Exhibit A, which is attached and incorporated into this Decree.
- c.  Each party is assigned his or her separate property and Party A must pay his/her separate debt, and Party B must pay his/her separate debt.
- d.  This Decree can be used as a transfer of title and can be recorded. Parties shall sign all documents necessary to complete all transfer of title ordered in this Decree, such as motor vehicles, houses, and bank accounts. The parties shall transfer all real and personal property as described in Exhibit A to the other party on or before \_\_\_\_\_ by 5:00 p.m.

If the party required to transfer the property has not transferred the property to the party entitled to receive the property on or before the date and time listed above, the party entitled to receive the property is entitled upon application to a Writ of Assistance or Writ of Execution to be issued by the Clerk of the Court commanding the sheriff to put him or her in possession of the property.

- e.  For previous calendar years, pursuant to IRS rules and regulations, the parties will file:
  - joint federal and state income tax returns and hold the other harmless from half of all additional income taxes and other costs, if any, and each will share equally in any refunds, OR
  - separate federal and state income tax returns. AND,
  - This calendar year and continuing thereafter, each party will file separate federal and state income tax returns. AND,

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

**9. FINANCIAL INFORMATION EXCHANGES:** The parties shall exchange financial information (tax returns, spousal affidavits, earning statements and/or other related financial statements) every twenty-four months. Each party shall give the other party all necessary documentation to file all tax returns.

**10. TAX EXEMPTION:** The parties shall claim as income tax dependency exemptions on federal and state tax returns as follows. A party required to pay child support is only entitled to claim minor child(ren) as an income tax dependency exemption if that parent has paid all of the child support due and owing for the year that party is entitled to the exemption:

Name of minor child	Parent entitled to claim	in Tax Year
_____	<input type="checkbox"/> Party A <input type="checkbox"/> Party B	_____
_____	<input type="checkbox"/> Party A <input type="checkbox"/> Party B	_____
_____	<input type="checkbox"/> Party A <input type="checkbox"/> Party B	_____
_____	<input type="checkbox"/> Party A <input type="checkbox"/> Party B	_____
_____	<input type="checkbox"/> Party A <input type="checkbox"/> Party B	_____

**11. OTHER ORDERS.** (List any other orders.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FINAL APPEALABLE ORDER.** Pursuant to Arizona Rules of Family Law Procedure, Rule 81, this final judgment/decree is settled, approved and signed by the Court and shall be entered by the clerk.

**DONE IN OPEN COURT:** \_\_\_\_\_ (D)

\_\_\_\_\_  
JUDGE OR COURT COMMISSIONER

If this Decree was issued as a "Default," *and* the papers to begin this case were served by any means *other than* by publication, a copy of this Decree shall be mailed or delivered to the responding party within 24 hours of the Court hearing as follows:

**Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State Zip Code:** \_\_\_\_\_

**By** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A: PROPERTY AND DEBTS** (Refer to section "E" in instructions)

**1. DIVISION OF COMMUNITY PROPERTY** (property acquired during the marriage)

- Award each party the personal property in his/her possession.
- Community property is awarded to each party as follows:

**2. LIST OF COMMUNITY PROPERTY** (Be very specific in your description of the property.)

		<b>AWARD TO</b>	
		Party A	Party B
<input type="checkbox"/>	<b>Household furniture / furnishings:</b> (Be specific.) _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>Appliances:</b> (Be specific.) _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>Video: TV /DVD /VCR:</b> (Be specific) _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>Audio: Stereo/ Radio:</b> (Be specific) _____ _____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>Computers and Related Equipment:</b> (Be specific) _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>Other Electronics:</b> (Be specific) _____ _____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<b>Motor Vehicles:</b> Year, Make, Model: _____ Last 4 digits of VIN # _____	<input type="checkbox"/>	<input type="checkbox"/>
	Year, Make, Model: _____ Last 4 digits of VIN # _____	<input type="checkbox"/>	<input type="checkbox"/>

**COMMUNITY PROPERTY**

**AWARD TO:**

Party A                      Party B

**Motor Vehicles - continued**

Year, Make, Model: \_\_\_\_\_  
 Last 4 digits of VIN # \_\_\_\_\_

                    

Cash, bonds of \$ \_\_\_\_\_

                    

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

                    

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

                    

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

                    

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

                    

Continues on attached page.

**3. DIVISION OF RETIREMENT, PENSION, DEFERRED COMPENSATION**

**WARNING. You should see a lawyer about your retirement, pension, deferred compensation, 401k plans and/or benefits. If you do not see a lawyer regarding these assets, you risk losing any interest you have in these plans and/or benefits. There are certain documents the plan administrator must have. Only a lawyer can help you prepare these documents.**

Neither party has a retirement, pension, deferred compensation, 401K Plan and/or benefits.  
 OR

Award each party his/her interest in any and all retirement benefits, pension plans, or other deferred compensation described as:

\_\_\_\_\_ OR

Each party **WAIVES AND GIVES UP** his/her interest in any and all retirement benefits, pension plans, or other deferred compensation of the other party:

**4. DIVISION OF REAL PROPERTY** (Land and Buildings) Section A is for one piece of property. Section B is for another, separate property.

**A. Real property located at** (address) \_\_\_\_\_.  
 The **legal description** of this property, **as quoted from the DEED to the property\* is:**

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

**\* If you do not provide a correct legal description, you may have to come back to court to amend the Decree to include the correct legal description.**

**The real property ("A") described above is awarded as the sole and separate property of:**

Party A or  Party B **OR**

**Shall be sold and the proceeds divided as follows:**

\_\_\_\_\_ % or \$ \_\_\_\_\_ to Party A.

\_\_\_\_\_ % or \$ \_\_\_\_\_ to Party B.

Real property located at (address) \_\_\_\_\_

The *legal description* of this property, *as quoted from the DEED to the property*\* is:

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

\* If you do not provide a correct legal description, you may have to come back to court to amend the Decree to include the correct legal description.

The real property ("B") described above is awarded as the sole and separate property of:

Party A or  Party B

OR

Shall be sold and the proceeds divided as follows:

\_\_\_\_\_ % or \$ \_\_\_\_\_ to Party A.

\_\_\_\_\_ % or \$ \_\_\_\_\_ to Party B.

Continues on attached page.

**5. DIVISION OF COMMUNITY DEBT** (Debts incurred during the marriage) (You should see a lawyer about how to divide secured and unsecured debts.)

Community debts shall be divided as follows:

Creditor Name	Amount Owed	Amount to be paid by Party A	Amount to be paid by Party B
a.	\$	\$	\$
b.	\$	\$	\$
c.	\$	\$	\$
d.	\$	\$	\$
e.	\$	\$	\$
f.	\$	\$	\$
g.	\$	\$	\$
h.	\$	\$	\$
i.	\$	\$	\$
j.	\$	\$	\$

Continues on attached page.

**6.**  Any debts or obligations incurred by either party before the date of separation, that are not identified in the list above or attached, shall be paid by the party who incurred the debt or obligation and that party shall indemnify and hold the other party harmless from such debts.



**7. SEPARATE PROPERTY.** (Property acquired before the marriage or by gift or bequest to one party.)

Property recognized as the separate property of the Party A or Party B, is assigned below:

Description	Value	To Party A	To Party B
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>

**8. SEPARATE DEBT:** (Debt acquired before the marriage.)

Debt recognized as the separate debt of the Party A or Party B, is assigned below:

Creditor Name	Debt Amount	Party A Pays	Party B Pays
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>

Person Filing: \_\_\_\_\_  
Address (if not protected): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
ATLAS Number: \_\_\_\_\_  
Lawyer's Bar Number: \_\_\_\_\_



For Clerk's Use Only

Representing  Self, without a Lawyer or  Attorney for  Petitioner OR  Respondent

## SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

\_\_\_\_\_  
Name of Petitioner / Party A

Case Number: \_\_\_\_\_

AND

### PARENTING PLAN FOR:

JOINT LEGAL DECISION-MAKING (JOINT LEGAL CUSTODY) WITH JOINT LEGAL DECISION-MAKING (JOINT LEGAL CUSTODY) AGREEMENT

Or

SOLE LEGAL DECISION-MAKING (SOLE LEGAL CUSTODY)

to Party A

to Party B

\_\_\_\_\_  
Name of Respondent / Party B

## INSTRUCTIONS

**This document has 4 parts:** PART 1) General Information; PART 2) Legal Decision-Making (Legal Custody) and Parenting Time; PART 3) Danger to Children Notification Statement; and PART 4) Joint Legal Decision-Making (Joint Legal Custody) Agreement. Where this form refers to "children" it refers to any and all minor children common to the parties whether one or more.

**One or both parents must complete and sign the Plan as follows:**

- a. If only *one* parent is submitting the Plan: that parent must sign at the end of PART 2 and 3.
- b. If both parents agree to legal decision-making (legal custody) and parenting time arrangements *but not to joint legal decision-making (legal custody)*: Both parents must sign the Plan at the end of PART 2 and 3.
- c. If both parents agree to joint legal decision-making (joint legal custody) and parenting time arrangements as presented in the Plan: Both parents must sign the Plan at the end of PART 2, 3, and 4.

**PART 1: GENERAL INFORMATION:**

**A. MINOR CHILDREN.** This Plan concerns the following minor children:  
(Use additional paper if necessary)

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

**B. THE FOLLOWING LEGAL DECISION-MAKING (LEGAL CUSTODY) ARRANGEMENT IS REQUESTED:**

(Choose ONE of 1, 2, 3, 4.) (If you chose "sole legal decision-making authority" [1 or 2], you have the option of also requesting restrictions on the parenting time of the other party.

**1. SOLE LEGAL DECISION-MAKING (SOLE LEGAL CUSTODY) BY AGREEMENT.**

The parents agree that sole legal decision-making authority (sole legal custody) and primary physical custody should be granted to  Party A  Party B.

The parents agree that since each has a unique contribution to offer to the growth and development of their minor children, each of them will continue to have a full and active role in providing a sound moral, social, economic, and educational environment for the benefit of the minor children, as described in the following pages,

**OR**

**2. SOLE LEGAL DECISION-MAKING (SOLE LEGAL CUSTODY) REQUESTED BY THE PARENT SUBMITTING THIS PLAN.**

The parents cannot agree to the terms of legal decision-making (legal custody) and parenting time. The parent submitting this Plan asks the Court to order sole legal decision-making authority and parenting time according to this Plan.

(Optional, if you marked 1 or 2 above)

**RESTRICTED, SUPERVISED, OR NO PARENTING TIME.**

The parent submitting this Plan asks the court for an order restricting parenting time. The facts and information related to this request are described in the Petition or Response.

**OR**

**3. JOINT LEGAL DECISION-MAKING (JOINT LEGAL CUSTODY) BY AGREEMENT.**

The parents agree to joint legal decision-making (joint legal custody) and request the Court to approve the joint legal decision-making arrangement as described in this Plan. Primary physical custody will be with the  Party A  Party B,

**OR**

- 4. JOINT LEGAL DECISION-MAKING AUTHORITY (JOINT LEGAL CUSTODY) REQUESTED BY THE PARENT SUBMITTING THIS PLAN.** The parents cannot agree to the terms of legal decision-making and parenting time or are unable to submit this plan together at this time. My request for joint legal decision-making authority is deferred for the Court's determination.

**PART 2: PHYSICAL CUSTODY AND PARENTING TIME.** Complete each section below. Be specific about what you want the Judge to approve in the court order.

**A. (School Year) WEEKDAY AND WEEKEND TIME-SHARING SCHEDULE:**

- The minor children will be in the care of Party A as follows: (Explain). \_\_\_\_\_
- The minor children will be in the care of Party B as follows: (Explain). \_\_\_\_\_
- Other physical custody arrangements are as follows: (Explain). \_\_\_\_\_
- Transportation will be provided as follows:
  - Party A** or  **Party B** will pick the minor children up at \_\_\_\_\_ o'clock.
  - Party A** or  **Party B** will drop the minor children off at \_\_\_\_\_ o'clock.

Parents may change their time-share arrangements by mutual agreement with at least \_\_\_\_\_ days' notice in advance to the other parent.

**B. SUMMER MONTHS OR SCHOOL BREAK LONGER THAN 4 DAYS:** The weekday and weekend schedule described above will apply for all 12 calendar months **EXCEPT:**

- During summer months or school breaks that last longer than 4 days, no changes shall be made. **OR,**
- During summer months or school breaks that last longer than 4 days, the minor children will be in the care of Party A: (Explain) \_\_\_\_\_
- During summer months or school breaks that last longer than 4 days, the minor children will be in the care of Party B: (Explain) \_\_\_\_\_
- Each parent is entitled to a \_\_\_\_\_ week period of vacation time with the minor children. The parents will work out the details of the vacation at least \_\_\_\_\_ days in advance.

**C. TRAVEL**

- Should either parent travel out of the area with the minor children, each parent will keep the other parent informed of travel plans, address(es), and telephone number(s) at which that parent and the minor children can be reached.**
- Neither parent shall travel with the minor children outside Arizona for longer than \_\_\_\_\_ days without the prior written consent of the other parent or order of the court.**

**D. HOLIDAY SCHEDULE:** The holiday schedule takes priority over the regular time-sharing schedule as described above. Check the box(es) that apply and indicate the years of the holiday access/Parenting time schedule.

Holiday	Even Years		Odd Years	
<input type="checkbox"/> New Year's Eve	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> New Year's Day	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Spring Vacation	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Easter	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> 4th of July	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Halloween	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Veteran's Day	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Thanksgiving	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Hanukkah	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Christmas Eve	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Christmas Day	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Winter Break	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Child's Birthday	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Mother's Day	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B
<input type="checkbox"/> Father's Day	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	<input type="checkbox"/> Party A	<input type="checkbox"/> Party B

- Each parent may have the children on his or her birthday.**
- Three-day weekends** which include Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Columbus Day, the children will remain in the care of the parent who has the minor children for the weekend.
- Other Holidays** (Describe the other holidays and the arrangement) :

- Telephone Contact:** Each parent may have telephone contact with the minor children during the children's normal waking hours, **OR:** (Explain) \_\_\_\_\_
- Other** (Explain) : \_\_\_\_\_

**E. PARENTAL ACCESS TO RECORDS AND INFORMATION:** Under Arizona law (A.R.S. §25-403.06), unless otherwise provided by court order or law, on reasonable request, both parents are entitled to have equal access to documents and other information concerning the minor children's education and physical, mental, moral and emotional health including medical, school, police, court and other records. A person who does not comply with a reasonable request for these records shall reimburse the requesting parent for court costs and attorney fees incurred by that parent to make the other parent obey this request. A parent who attempts to restrict the release of documents or information by the custodian of the records without a prior court order is subject to legal sanctions.

**F. EDUCATIONAL ARRANGEMENTS:**

- Both parents have the right to participate in school conferences, events and activities, and the right to consult with teachers and other school personnel.
- Both parents will make major educational decisions together. (optional)  If the parents do not reach agreement, then: \_\_\_\_\_

**OR**

- Major educational decisions will be made by  Party A  Party B after consulting other parent.

**G. MEDICAL AND DENTAL ARRANGEMENTS:**

- Both parents have the right to authorize emergency medical treatment, if needed, and the right to consult with physicians and other medical practitioners. Both parents agree to advise the other parent immediately of any emergency medical/dental care sought for the minor children, to cooperate on health matters concerning the children and to keep one another reasonably informed. Both parents agree to keep each other informed as to names, addresses and telephone numbers of all medical/dental care providers.
- Both parents will make major medical decisions together, except for emergency situations as noted above. (optional)  If the parents do not reach an agreement, then: \_\_\_\_\_

**OR**

- Major medical/dental decisions will be made by  Party A  Party B after consulting other parent.

**H. RELIGIOUS EDUCATION ARRANGEMENTS: (Choose ONE)**

- Each parent may take the minor children to a church or place of worship of his or her choice during the time that the minor children is/are in his or her care.
- Both parents agree that the minor children may be instructed in the \_\_\_\_\_ faith.
- Both parents agree that religious arrangements are not applicable to this plan.

**I. ADDITIONAL ARRANGEMENTS AND COMMENTS:**

**NOTIFY OTHER PARENT OF ADDRESS CHANGE.** Each parent will inform the other parent of any change of address and/or phone number in advance **OR** within \_\_\_\_\_ days of the change.

**NOTIFY OTHER PARENT OF EMERGENCY.** Both parents agree that each parent will promptly inform the other parent of any emergency or other important event that involves the minor children.

**TALK TO OTHER PARENT ABOUT EXTRA ACTIVITIES.** Each parent will consult and agree with the other parent regarding any extra activity that affects the minor children's access to the other parent.

**ASK OTHER PARENT IF HE/SHE WANTS TO TAKE CARE OF CHILDREN.** Each parent agrees to consider the other parent as care-provider for the minor children before making other arrangements

**OBTAIN WRITTEN CONSENT BEFORE MOVING.** Neither parent will move with the minor children out of the Phoenix metropolitan area without prior written consent of the other parent, or a court ordered Parenting Plan. **A.R.S. 25-408 (B)**

**COMMUNICATE.** Each parent agrees that all communications regarding the minor children will be between the parents and that they will **not** use the minor children to convey information or to set up parenting time changes.

**METHOD OF COMMUNICATION.** Each parent agrees to use the following means of communication:  
\_\_\_\_\_.

**FREQUENCY OF COMMUNICATION.** Each parent agrees to communicate regarding the child(ren) on a regular basis. That communication schedule will be:  
\_\_\_\_\_

and will be by the following methods:  Phone  Email  Other

**PRAISE OTHER PARENT.** Each parent agrees to encourage love and respect between the minor children and the other parent, and neither parent shall do anything that may hurt the other parent's relationship with the minor children

**COOPERATE AND WORK TOGETHER.** Both parents agree to exert their best efforts to work cooperatively in future plans consistent with the best interests of the minor children and to amicably resolve such disputes as may arise.

**NOTIFY OTHER PARENT OF PROBLEMS WITH TIME-SHARING AHEAD OF TIME.** If either parent is unable to follow through with the time-sharing arrangements involving the minor child(ren), that parent will notify the other parent as soon as possible.

**PARENTING PLAN.** Both parents agree that if either parent moves out of the area and returns later, they will use the most recent **"Parenting Plan/Access Agreement"** in place before the move.

**MEDIATION.** If the parents are unable to reach a mutual agreement regarding a legal change to their parenting orders, they may request mediation through the court or a private mediator of their choice.

**NOTICE: DO NOT DEVIATE FROM PLAN UNTIL DISPUTE IS RESOLVED.**  
 Both parents are advised that while a dispute is being resolved, neither parent shall deviate from this Parenting Plan, or act in such a way that is inconsistent with the terms of this agreement.

Once this Plan has been made an order of the Court, if either parent disobeys the court order related to parenting time with the children, the other parent may submit court papers to request enforcement. See the Law Library Resource Center packets "To Make Someone Obey a Court Order" for help.

**PART 2: SIGNATURE OF ONE OR BOTH PARENTS** (as instructed on page 1)

Signature of Party A: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Party B: \_\_\_\_\_ Date: \_\_\_\_\_

**PART 3: STATEMENT REGARDING CONTACT WITH SEX OFFENDERS AND PERSONS CONVICTED OF DANGEROUS CRIMES AGAINST CHILDREN.**

According to A.R.S. §25-403.05, a child's parent or custodian must immediately notify the other parent or custodian if the person knows that a convicted or registered sex offender or someone who has been convicted of a dangerous crime against children may have access to the child.

The parent or custodian must provide notice by first class mail, return receipt requested, by electronic means to an electronic mail address that the recipient provided to the parent or custodian for notification purposes or by another form of communication accepted by the court.



According to A.R.S. § 13-705 (P) (1), "Dangerous crime against children" means any of the following that is committed against a minor who is under fifteen years of age:

- (a) Second degree murder.
- (b) Aggravated assault resulting in serious physical injury or involving the discharge, use or threatening exhibition of a deadly weapon or dangerous instrument.
- (c) Sexual assault.
- (d) Molestation of a child.
- (e) Sexual conduct with a minor.
- (f) Commercial sexual exploitation of a minor.
- (g) Sexual exploitation of a minor.
- (h) Child abuse as prescribed in section 13-3623, subsection A, paragraph 1.
- (i) Kidnapping.
- (j) Sexual abuse.
- (k) Taking a child for the purpose of prostitution as prescribed in section 13-3206.
- (l) Child prostitution as prescribed in section 13-3212.
- (m) Involving or using minors in drug offenses.
- (n) Continuous sexual abuse of a child.
- (o) Attempted first degree murder.
- (p) Sex trafficking.
- (q) Manufacturing methamphetamine under circumstances that cause physical injury to a minor.
- (r) Bestiality as prescribed in section 13-1411, subsection A, paragraph 2.
- (s) Luring a minor for sexual exploitation.
- (t) Aggravated luring a minor for sexual exploitation.
- (u) Unlawful age misrepresentation.

**PART 3: SIGNATURE OF ONE OR BOTH PARENTS** (as instructed on page 1)

I/We have read, understand, and agree to abide by the requirements of A.R.S. § 25-403.05 concerning notification of other parent or custodian if someone convicted of dangerous crime against children may have access to the child.

Signature of Party A: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Party B: \_\_\_\_\_ Date: \_\_\_\_\_

**PART 4: JOINT LEGAL DECISION MAKING (JOINT LEGAL CUSTODY) AGREEMENT**

(IF APPLICABLE):

**A. DOMESTIC VIOLENCE:** Arizona Law (A.R.S. § 25-403.03) states that joint legal decision-making authority (joint legal custody) shall NOT be awarded if there has been "a history of significant domestic violence".

- Domestic Violence has **not** occurred between the parties, **OR**
- Domestic Violence **has** occurred but it has not been "significant" or has been committed by both parties.\*

**B. DUI or DRUG CONVICTIONS: (A.R.S. § 25-403.04)**

- Neither party has been convicted of driving under the influence or a drug offense within the past 12 months, OR
- One of the parties HAS been convicted of driving under the influence or a drug offense within the past 12 months but the parties feel Joint Legal Decision-Making (Legal Custody) is in the best interest of the children.\*

**\* IF THERE HAS BEEN DOMESTIC VIOLENCE OR A DUI OR DRUG CONVICTION:  
Attach an extra page explaining why Joint Legal Decision-Making (Legal Custody) is still in the best interest of the children.**

**C. JOINT LEGAL DECISION-MAKING (JOINT LEGAL CUSTODY) AGREEMENT: If the parents have agreed to joint legal decision-making (legal custody), the following will apply, subject to approval by the Judge:**

1. **REVIEW:** The parents agree to review the terms of this agreement and make any necessary or desired changes every \_\_\_\_\_ month(s) from the date of this document.
2. **CRITERIA.** Our joint legal decision-making (joint legal custody) agreement meets the criteria required by Arizona law A.R.S. § 25-403.02, as listed below:
  - a. The best interests of the minor children are served;
  - b. Each parent's rights and responsibilities for personal care of the minor children and for decisions in education, health care and religious training are designated in this Plan;
  - c. A practical schedule of the parenting time for the minor children, including holidays and school vacations is included in the Plan;
  - d. A procedure for the exchange(s) of the child(ren) including location and responsibility for transportation.
  - e. The Plan includes a procedure for periodic review;
  - f. The Plan includes a procedure by which proposed changes, disputes and alleged breaches may be mediated or resolved.
  - g. A procedure for communicating with each other about the child, including methods and frequency.

**PART 4: SIGNATURES OF BOTH PARENTS REQUESTING JOINT LEGAL DECISION-MAKING AUTHORITY (LEGAL CUSTODY) (as instructed on page 1)**

Signature of Party A: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Party B: \_\_\_\_\_ Date: \_\_\_\_\_

Person Filing: \_\_\_\_\_  
Address (if not protected): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
ATLAS Number: \_\_\_\_\_  
Lawyer's Bar Number: \_\_\_\_\_



Representing  Self, without a Lawyer or  Attorney for  Petitioner OR  Respondent

## SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

\_\_\_\_\_  
Petitioner / Party A

Case No. \_\_\_\_\_

\_\_\_\_\_  
Date of Birth (Month, Date, Year)

ATLAS No. \_\_\_\_\_

\_\_\_\_\_  
Respondent / Party B

### CHILD SUPPORT ORDER

A.R.S. § 25-503

\_\_\_\_\_  
Date of Birth (Month, Date, Year)

#### THE COURT FINDS:

1. Party A: \_\_\_\_\_ and

Party B: \_\_\_\_\_

Have a duty to support the following children:

**Child(ren)'s Name(s)**

**Date of Birth**

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

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

2. **CHILD SUPPORT GUIDELINES:** The required financial factors and any discretionary adjustments pursuant to the Arizona Child Support Guidelines are as set forth in the Parent's Worksheet for Child Support Amount, attached and incorporated by reference.

3. **CHILD SUPPORT:**

**Party A**  **Party B** is ordered to pay child support in the amount of \$\_\_\_\_\_ per month to \_\_\_\_\_ pursuant to the Arizona Child Support Guidelines without deviation.

**Party A**  **Party B** is obligated to pay child support to  **Party A**  **Party B** in the amount of \$\_\_\_\_\_ per month pursuant to the Arizona Child Support Guidelines without deviation. This amount is an appropriate amount to award for child support in this case except that the Court finds it more appropriate and just to make a **rounding adjustment** to the exact guideline amount for ease of calculation to \$\_\_\_\_\_ per month.

**Party A**  **Party B** is obligated to pay child support to  **Party A**  **Party B** in the amount of \$\_\_\_\_\_ per month pursuant to the Arizona Child Support Guidelines. Application of the child support guidelines in this case is inappropriate or unjust. The Court has considered the best interests of the child in determining that a **deviation** is appropriate.

After deviation the child support order is \$\_\_\_\_\_ per month.

**Party A**  **Party B** is obligated to pay child support to  **Party A**  **Party B** in the amount of \$\_\_\_\_\_ per month pursuant to the Arizona Child Support Guidelines. Application of the child support guidelines in this case is inappropriate or unjust. The Court has considered the best interests of the child in determining that a **deviation** is appropriate.

After deviation the child support order is \$\_\_\_\_\_ per month. Further, the parties have entered into a **written agreement** or their agreement is on the record and is free of duress and coercion with knowledge of the amount of child support that would have been ordered under the guidelines but for the agreement.

**Reason(s) for deviation:**

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

**4. SUPPORT ARREARS:**

- Party A**  **Party B** owes child support arrearages to  **Party A**  **Party B** in the total amount of \$\_\_\_\_\_ for the time period of \_\_\_\_\_ through \_\_\_\_\_ plus accrued interest on prior child support arrearages due of \$\_\_\_\_\_ calculated through the date of \_\_\_\_\_.
- The Court finds **no child support arrearages due** and owing.
- No evidence** was presented in support of child support arrearages.

**5. PAST SUPPORT:**

- It is appropriate to award  **Party A**  **Party B** an additional judgment for past support in the amount of \$\_\_\_\_\_ for the **period between the filing of this current petition** and the date current child support is ordered to begin.
- Temporary support or voluntary / direct support payments** in the amount of \$\_\_\_\_\_ were paid during the period above; therefore the past support is adjusted to \$\_\_\_\_\_.
- It is appropriate to award  **Party A**  **Party B** an additional judgment in the amount of \$\_\_\_\_\_ for past support owed from the **date of separation, but not more than three years** before the date of filing the current petition.
- Temporary support or voluntary / direct support payments** in the amount of \$\_\_\_\_\_ were paid during the period above; therefore the past support is adjusted to \$\_\_\_\_\_.
- The Court finds **no past support amount due** and owing.
- No evidence** was presented in support of past child support.
- The Court finds **no temporary support or voluntary / direct support** payments were paid.
- No evidence** was presented in support temporary support or voluntary / direct support payments.

**6. INTEREST:**

- The Court finds interest in the amount of \$\_\_\_\_\_ due to  Party A  Party B
- For the period of: \_\_\_\_\_ to \_\_\_\_\_.

**IT IS ORDERED THAT:**

**1. CHILD SUPPORT JUDGMENT:**

**Party A**  **Party B** shall pay child support to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month. This monthly amount, payable by income withholding order, shall be paid on the 1<sup>st</sup> day of each month beginning \_\_\_\_\_.

**2. SUPPORT ARREARAGES JUDGMENT:**

**Party A**  **Party B** is granted judgment against \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ as and for child support arrearages for the period of \_\_\_\_\_ through the date of \_\_\_\_\_ together with interest on said amount at the legal rate of 10% per annum until paid in full, plus additional accrued interest on prior child support judgments of \$ \_\_\_\_\_ calculated through the date of \_\_\_\_\_.

**Party A**  **Party B** shall pay, in addition to  his OR  her current support payment, the amount of \$ \_\_\_\_\_ per month toward this judgment, payable on the first day of each month, beginning \_\_\_\_\_ until paid in full.

**NO Judgment** for child support **arrearages** is entered.

**3. PAST SUPPORT JUDGMENT:**

**Party A**  **Party B** is granted a past support judgment against  **Party A**  **Party B** in the additional amount of \$ \_\_\_\_\_.  **Party A**  **Party B** shall pay the additional amount of \$ \_\_\_\_\_ per month toward this judgment, payable on the first day of each month commencing \_\_\_\_\_ until paid in full.

**OR**

**NO Judgment** for past support is entered.

**4. PAYMENTS AND CLEARINGHOUSE:** All payments, plus the statutory handling fee, shall be made through the Support Payment Clearinghouse pursuant to an Order of Assignment, or "Income Withholding Order" signed this date. Any time the full amount of support ordered is not withheld, the person obligated to pay (the obligor) remains responsible for the full monthly amount ordered. Payments not made directly through the Support Payment Clearinghouse shall be considered *gifts* unless otherwise ordered. All payments shall be made payable to and mailed directly to:

**Support Payment Clearinghouse  
P.O. Box 52107  
Phoenix, AZ 85072-2107**

Payments must include  **Party A's** or  **Party B's** name, and ATLAS number. Pursuant to A.R.S. § 25-322, the parties shall submit current address information in writing to the Clerk of the Superior Court and the Support Payment Clearinghouse immediately. The obligor (party being ordered to pay) shall submit the names and addresses of his or her employers or other payors within 10 days. Both parties shall submit address changes within 10 days of the change.

**5. TOTAL MONTHLY PAYMENTS:**

**Party A**  **Party B** shall make total monthly payments to  **Party A**  **Party B** in the amount of \$ \_\_\_\_\_ per month, payable on the first day of each month, beginning \_\_\_\_\_ as follows:

Monthly Payments:

Current child support payment as ordered above:	\$ _____
Current spousal maintenance payment:	\$ _____
Support arrearage payment:	\$ _____
Clearinghouse handling fee:	\$ _____ <b>\$ 5.00</b>
<b>TOTAL MONTHLY PAYMENT:</b>	<b>\$ _____</b>

**6. MEDICAL, DENTAL, VISION CARE INSURANCE FOR MINOR CHILDREN:**

**Party A** OR  **Party B** is responsible for providing  medical  dental  vision care insurance for the minor child(ren) and shall continue to pay premiums for any medical, dental and vision policies covering the child(ren) that are currently included in the incorporated Parent's Worksheet for Child Support.

**OR**

**Party A** OR  **Party B** shall be individually responsible for providing medical insurance for the minor child(ren) of the parties as soon as it becomes accessible and available at a reasonable cost, as neither party currently has the ability to obtain such medical insurance.

Medical, dental, and vision insurance, payments and expenses are based on the information in the Parent's Worksheet for Child Support attached hereto and incorporated by reference.

The party ordered to pay must keep the other party informed of the insurance company name, address and telephone number, and must give the other party the documents necessary to submit insurance claims. An insurance card must be provided to the other party. Notification must also be provided to the other party if coverage is no longer being provided for the child(ren).

**7. NON-COVERED MEDICAL EXPENSES:**

**Party A** is ordered to pay \_\_\_\_\_ % and  **Party B** is ordered to pay \_\_\_\_\_ % of all reasonable uncovered and/or uninsured medical, dental, vision, prescription and other health care charges for the minor child(ren).

- A request for payment or reimbursement of uninsured medical, dental and/or vision costs must be provided to the other party **within 180 days** after the date the services occur.
- The party responsible for payment or reimbursement must pay their share, as ordered by the Court, or make acceptable payment arrangements with the provider or person entitled to reimbursement **within 45 days** after receipt of the request.

**8. TRAVEL EXPENSES:** The costs of travel related to parenting time over 100 miles one way shall be shared as follows: **Party A** \_\_\_\_\_ % **Party B** \_\_\_\_\_ %

**9. INFORMATION EXCHANGE:** The parties shall exchange financial information such as copies of tax returns, financial affidavits, and earnings statements **every twenty-four months**. At the time the parties exchange financial information, they shall also exchange residential addresses and the names and addresses of their employers unless the Court has ordered otherwise.

**10. TAX EXEMPTIONS:** The Court allocates the following federal tax exemption(s) for the dependent child(ren):

Child's Name	Date of Birth (Month, Day, Year)	Parent Entitled to Deduction		For Calendar Year
		<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	
		<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	
		<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	
		<input type="checkbox"/> Party A	<input type="checkbox"/> Party B	

For years following those listed above while this Child Support Order remains in effect, the parties shall repeat the pattern above of claiming deductions for each child.

**Party A** or  **Party B** may claim the allocated tax exemptions only if all support and arrears ordered for the year have been paid by December 31 of that year. An Internal Revenue Service form 8332 may need to be signed and filed with a party's income tax return. See *IRS Form 8332 for more detailed information*.

**Party A** or  **Party B** may unconditionally claim the tax exemption allocated to  **Party A** or  **Party B** for income tax purposes. An Internal Revenue Service Form 8332 may need to be signed and filed with a party's income tax return. See *IRS Form 8332 for more detailed information*.

**Even though the court's judgment contains orders regarding medical insurance and the allocation of the right to claim the child as a dependent for the purposes of federal taxes, these orders are not binding on the IRS. Under the Affordable Care Act, the party who claims a child as a dependent on a federal tax return has the obligation to ensure that the child is covered by medical insurance and may be penalized by the IRS for failing to do so. This penalty may be imposed even if it is the other party's responsibility to carry medical insurance on the child under the Decree of Dissolution of Marriage.**



**11. MODIFICATION:** If this is a modification of child support, all other prior orders of this Court not modified remain in full force and effect.

**12. EMANCIPATION:** A child is emancipated:

- On the child's 18<sup>th</sup> birthday, however if a child is still attending high school or a certified high school equivalency program, support will continue until graduation of the child reaches 19 years of age.
- On the date of the child's marriage.
- When the child is adopted.
- When the child dies.

**13. OTHER FINDINGS AND ORDERS:**

---



---



---



---

**14. FINAL APPEALABLE ORDER.** Pursuant to Arizona Rules of Family Law Procedure, Rule 81, this final judgment/decreed is settled, approved and signed by the Court and shall be entered by the clerk.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judicial Officer

**15. STIPULATION. Signature by both Parties (if applicable):**

**Party A**     **Party B,**    by signing this document, we state to the Court under penalty of perjury that we read and agree to this Court Order, and that all the information contained in it is true, correct, and complete to the best of our knowledge and belief.

\_\_\_\_\_  
Party A's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Party B's Signature

\_\_\_\_\_  
Date

If either party is represented by a lawyer, the lawyer must sign below:

\_\_\_\_\_  
Party A's Lawyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Party B's Lawyer Signature

\_\_\_\_\_  
Date