

A6

**DIVORCE
WITH MINOR
CHILDREN**

THE COURT ORDER

To get the Divorce Decree
(Forms Packet)

For Child Support and/or Spousal Maintenance you may also
need the following forms C17.



**IN THE SUPERIOR COURT
GRAHAM COUNTY, STATE OF ARIZONA**

In re the Marriage of:

_____ ,

Petitioner,

and

_____ ,

Respondent.

Case No. DO-_____

**DEFAULT
DECREE OF DISSOLUTION OF MARRIAGE
WITH MINOR CHILD(REN)**

The Court finds:

1. This case has come before this Court for a final Decree of Dissolution of Marriage. The Court has taken all of the testimony needed to enter a Decree, or the Court has determined testimony is not needed to enter the Decree.
2. This Court has personal and subject-matter jurisdiction over the parties under applicable law.
3. At the time this action was filed, the Husband and/or the Wife was domiciled in Arizona or was stationed in Arizona while a member of the United States Armed Forces for a period of greater than 90 days. The Respondent has been served in accordance with Arizona law.

4. The provisions relating to the Conciliation Court either do not apply or have been met.
 5. The marriage is irretrievably broken and there is no reasonable proposition of reconciliation, or that one or both of the parties' desire to live separate and apart from the other.
 6. At least 60 days have elapsed from the date following service of process or the date of acceptance of process.
 7. This is a non-covenant marriage.
 8. To the extent it has jurisdiction to do so and where it is applicable to the facts of this case, this Court has considered, approved, and made orders relating to issues of spousal maintenance, the division of property and/or indebtedness, legal decision-making, parenting time, and support of any minor child(ren) common to the parties.
 9. The provisions of this Decree are fair and reasonable under the circumstances and in the best interests of the minor child or children, and the division of property and indebtedness is fair and equitable.
 10. The following is the effect, if any, of this Default Decree upon any existing protective orders:
-

11. As for a fair and equitable division of **Community Property and Indebtedness**:

- The parties did not acquire any community property or indebtedness during the marriage.
- The parties did acquire community property or indebtedness during the marriage. A fair and equitable division of community property and/or indebtedness is set forth in Exhibit "A" which is attached hereto and incorporated herein by reference.

12. As for **Spousal Maintenance**:

- Neither party is entitled to an award of spousal maintenance/support.
- A party is entitled to an award of spousal maintenance/support for the reason that:
 - Wife or Husband

lacks sufficient property, including property awarded to him/her as part of this divorce to provide for his/her reasonable needs, and/or is unable to support himself/herself through appropriate employment or is the custodian of a child whose age or condition is such that the custodian should not be required to seek employment outside the home or lacks earning ability in the labor market adequate to be self-sufficient, and/or has made significant financial or other contribution to the education, training vocational skills, career or earning ability of the other spouse, and/or the marriage was of long duration and is of an age that may preclude the possibility of gaining employment adequate to be self-sufficient, and/or has significantly reduced that spouse's income or career opportunities for the benefit of the other spouse.

Spousal maintenance shall be ordered to be paid by Wife or Husband in the amount of \$_____ per month, starting on _____, 202__ for a period of: _____ months or indefinitely (until the receiving party either dies or remarries).

The parties further agree that:

- The spousal maintenance award shall be modifiable in accordance with Arizona law, or
- The spousal maintenance award shall not be modifiable in the future for any reason.

13. The parties are the natural or adoptive parents of the following minor children:

<u>Name(s) of minor child(ren)</u>	<u>Date of birth</u>
_____	_____
_____	_____
_____	_____
_____	_____

- Wife is not pregnant.
- Wife is pregnant. The husband is or is not the father of the child. If husband is the father of the child, the anticipated due date is: _____The Court reserves jurisdiction to address issues of Legal Decision-Making, Parenting Time and Child Support with respect to the unborn child.

Husband has or has not completed the parent education program.

Wife has or has not completed the parent education program.

Any parent who has not attended the parent education program shall complete an approved parent education program and file proof of same with the clerk of court within 30 days of the date of the entry of this Decree. Any party who has not completed the parent education program requirements of A.R.S. §25-352 as ordered may be held in contempt of court, and (except in case of an emergency) shall not be permitted to file any subsequent pleadings to modify or enforce any provisions of this Decree until proof of completion of the course has been filed.

Legal Decision-Making and Parenting Time is in the minor child(ren)'s best interest to be:

- Sole Legal Decision-Making authority** is awarded to Wife or Husband.
- Parenting Time shall be in accordance with the Parenting Time schedule which is attached hereto as

Exhibit "B" and incorporated herein by reference,

Or

Supervised Parenting Time shall be awarded to Wife or Husband because _____

The following persons are appropriate supervisors: _____

Or

No Parenting Time shall be awarded to Wife or Husband because _____

Joint Legal Decision-Making is awarded to both parents. The parties agree to act as Joint Decision-Makers of the minor child(ren) as set forth in the signed Joint Legal Decision-Making Agreement and Parenting Plan, which is attached hereto as Exhibit "B" and incorporated herein by reference.

Child support shall be paid by Husband or Wife in the amount of \$_____ per month, effective _____. Said amount is in accordance with the Arizona Child Support Guidelines.

OR

Child support shall be paid by Husband or Wife in the amount of \$_____ per month, effective _____. Said amount is a deviation from the Arizona Child Support Guidelines. The Court has considered the best interests of the minor child(ren) in determining that a deviation is appropriate. The Court finds that application of the Guidelines would be inappropriate or unjust and that the parties have signed a written agreement free of duress or coercion with knowledge of the amount of support that would have been ordered by the guidelines but for the agreement.

Child support arrears (if any), are ordered as follows: _____

The first payment is due on _____ and continuing the same day of each month thereafter. Obligor is personally responsible for the timely payment of child support and fees. Failure to make such a payment(s) may result in a finding of contempt which may result in sanctions, including incarceration.

Obligor shall pay by Income Withholding Order along with the monthly handling fee as set forth by statute.

The Child Support Order is presumed to terminate on _____, when the youngest child who is a subject of this Order is expected to emancipate. The presumptive date may be modified upon changed circumstances.

The Division of Child Support Services shall not increase the payment on arrears in this matter by administrative Income Withholding Order without further order of the Court during the minority of the child(ren).

Medical, Dental and Vision Care for the minor child(ren):

- Husband is responsible for providing: Medical Dental Vision Care Insurance
 Wife is responsible for providing: Medical Dental Vision Care Insurance

The party ordered to provide insurance coverage must keep the other party informed of the insurance company name, address and phone number and provide necessary documents (including insurance cards) to permit insurance claims to be submitted.

All reasonable uncovered and/or uninsured medical, dental and vision care, prescription and other health-care expenses (including co-pays) incurred by the minor child(ren) shall be paid _____ % by Husband and _____ % by Wife.

If Obligor has paid in full all current support and Court-ordered arrearage payments due for the calendar year by December 31 (or if by wage assignment, by January 15 of the following year), the right to claim the federal and state tax exemptions for the child(ren) each year will be allocated as follows:

Parent entitled to claim	Name of child	Tax year
<input type="checkbox"/> Husband <input type="checkbox"/> Wife	_____	_____
<input type="checkbox"/> Husband <input type="checkbox"/> Wife	_____	_____
<input type="checkbox"/> Husband <input type="checkbox"/> Wife	_____	_____
<input type="checkbox"/> Husband <input type="checkbox"/> Wife	_____	_____

14. Each party shall provide to the other all necessary documents to file all tax returns. Other orders regarding tax returns (if any) are necessary as follows: _____

On the basis of the foregoing findings, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The marriage of the parties is dissolved, and the parties are restored to the legal status of single persons.
2. That Husband or Wife is restored to the former name of _____.
3. Temporary Orders: have been satisfied in full or judgment is awarded as follows: _____
_____ with interest at the highest legal rate allowed by law.

4. That Legal Decision-Making, Parenting Time and Child Support of the parties' minor child(ren) shall be as set forth herein. Further, payment of uncovered medical, dental and optical expenses, as well as the apportionment of federal and state dependent tax exemptions shall be in accordance with the findings herein. All child support payments shall be made by Income Withholding Order (if applicable) through the Support Payment Clearinghouse and include the statutory fee for processing. Child support shall not be modifiable without a Court order.
5. That spousal maintenance, if any, shall be paid as set forth herein.
6. That in cases in which child support and/or spousal maintenance are ordered, until such time that those orders are terminated, the parties shall exchange tax returns, affidavits of income and expenses and current pay information every 24 months or as follows: _____
7. That the division of community property and indebtedness, if any, shall be made as set forth herein.
8. That a Qualified Domestic Relations Order:
 - Is not necessary.
 - Is submitted contemporaneously herewith.
 - Shall be submitted by _____ no later than _____.
9. Each party shall indemnify, defend and hold harmless the other from any indebtedness ordered to be paid herein.
10. That each party shall execute and deliver to the other, forthwith, any deeds, bills of sale, assignments of title, and other like documents necessary or appropriate to give effect to the division of property herein ordered.
11. Other Orders:
 - _____
 - _____
 - _____
 - _____

Pursuant to Arizona Rules of Family Law Procedure 78(c), no further matters remain pending, and this Decree of Dissolution of Marriage is a final, appealable Order.

DONE IN OPEN COURT this _____ day of _____, _____.

JUDGE OF THE SUPERIOR COURT

A COPY of the foregoing was

Hand-Delivered

Mailed

Emailed

To Petitioner:

To Respondent:

EXHIBIT "A"

Division of Community Property and Indebtedness

1. Each party is awarded the personal property in his/her possession except as follows: _____

2. Husband is ordered to pay all debts unknown to Wife.
 Wife is ordered to pay all debts unknown to Husband.
 Each party is ordered to pay his or her debts from the following date: _____
 Each party is assigned his or her separate property and each party must pay their respective separate debt.

3. Community Property is awarded to each party as follows:

Item of Community Property

Awarded to:
Husband Wife

_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
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_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

4. Division of Retirement, Pension Benefits, and/or Deferred Compensation:

Neither party has any interest in any retirement, pension, deferred compensation, 401(k) and/or any other benefits obtained during the marriage.

Each party waives and gives up his/her interest in any and all retirement, pension, deferred compensation, 401(k) and/or any other deferred compensation obtained during the marriage in the other parties' name.

The Husband's retirement, pension, deferred compensation, 401(k) and/or any other benefits obtained during the marriage shall be divided as follows: _____

The Wife's retirement, pension, deferred compensation, 401(k) and/or any other benefits obtained during the marriage shall be divided as follows: _____

YOU SHOULD SEE A LAWYER ABOUT RETIREMENT, PENSION, 401(K) AND/OR ANY OTHER DEFERRED COMPENSATION BENEFITS. THERE ARE CERTAIN DOCUMENTS THAT THE PLAN ADMINISTRATOR MUST HAVE FROM YOU FOR YOU TO GET YOUR MONEY. IF YOU DO NOT PROVIDE THE NECESSARY DOCUMENTS YOU RISK NOT GETTING YOUR MONEY.

The Court retains jurisdiction of the parties and subject matter regarding any necessary Qualified Domestic Relations Order.

5. Real Property is divided as follows:

EXHIBIT “B”

Legal Decision-Making and Parenting Plan

THE FOLLOWING LEGAL DECISION-MAKING ARRANGEMENT IS REQUESTED:

(Choose EITHER 1 or 2 below).

1. [] SOLE LEGAL DECISION-MAKING AUTHORITY. The parents agree that Sole Legal Decision-Making authority and primary physical custody should be granted to the

Mother or Father.

The parents agree that since each has a unique contribution to offer to the growth and development of their minor child(ren), 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 child(ren), as described in the following pages.

OR

2. [] JOINT LEGAL DECISION-MAKING AUTHORITY. The parents agree to Joint Legal Decision-Making and request the court to approve the Joint Legal Decision-Making arrangement as described in this Plan.

PHYSICAL CUSTODY AND PARENTING TIME. Complete each section below. Be specific about what you want the Judge to approve in the Court Order.

A. WEEKDAY AND WEEKEND TIME-SHARING SCHEDULE DURING THE SCHOOL YEAR:

The minor child(ren) will be in the care of Father as follows: (Explain).

The minor child(ren) will be in the care of Mother as follows: (Explain).

Other physical custody arrangements are as follows: (Explain).

Transportation will be provided as follows: (Explain).

Costs of transportation shall be paid as follows: (Explain).

Pick-up and Drop-Off shall be as follows: (Explain).

B. TIME-SHARING SCHEDULE DURING THE SUMMER BREAK FROM SCHOOL:

C. TRAVEL: Should either parent travel out of the area with the minor child(ren), each parent will keep the other parent informed of travel plans, address(es), and telephone number(s) at which that parent and the minor child(ren) can be reached.

D. HOLIDAY SCHEDULE: The holiday schedule takes priority over the regular time-sharing schedule as described above.

	<u>Even Years</u>	<u>Odd Years</u>
Spring Break	_____	_____
Easter	_____	_____
Fall Break	_____	_____
Thanksgiving	_____	_____
Christmas Break	_____	_____
Christmas Eve	_____	_____
Christmas Day	_____	_____
Child(ren's) Birthday(s)	_____	_____

Other Holidays not included above: _____

- Mother's Day will be celebrated with the Mother every year.
- Father's Day will be celebrated with the Father every year.
- Each parent may have the child(ren) on his or her own birthday.
- Three-day weekends which include Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Columbus Day, the child(ren) will remain in the care of the parent who has the minor child(ren) for the weekend if that parent is able to exercise parenting time that day.
- Telephone Contact: Each parent may have reasonable telephone contact with the minor child(ren) during the child(ren)'s normal waking hours, OR as follows: (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 child(ren)'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 OR

If the parents do not reach an agreement, then major educational decisions will be made by:

Mother or Father after consulting the 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 child(ren), to cooperate on health matters concerning the child(ren) 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 OR

If the parents do not reach an agreement, then major medical/dental decisions will be made by:

Mother or Father after consulting the other parent.

H. RELIGIOUS EDUCATION ARRANGEMENTS:

Each parent may take the minor child(ren) to a church or place of worship, if any, of his or her choice during the time that the minor child(ren) is/are in his or her care.

Both parents agree that religious arrangements are not applicable to this plan.

I. ADDITIONAL ARRANGEMENTS:

ASK OTHER PARENT IF HE/SHE WANTS TO TAKE CARE OF CHILD(REN). Each parent agrees to consider the other parent as care-provider for the minor child(ren) before making other arrangements.

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 (check all that apply): Phone Text Email Other

(explain: _____)

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.

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 child(ren).

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 child(ren)'s access to the other parent.

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

METHOD OF COMMUNICATION. Each parent agrees to use the following means of communication:
_____.

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

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 child(ren) 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. 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.

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.

DOMESTIC VIOLENCE: Arizona Law (A.R.S. § 25-403.03) states that Joint Legal Decision-Making authority 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.

DUI or DRUG CONVICTIONS:

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 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 is still in the best interest of the child(ren).

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.

CRITERIA: This Joint Legal Decision-Making agreement meets the criteria required by Arizona law A.R.S. § 25-403.02, as listed below:

- a. The best interests of the minor child(ren) are served;
- b. Each parent's rights and responsibilities for personal care of the minor child(ren) 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 child(ren), 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(ren), including methods and frequency.