

IN THE SUPERIOR COURT OF RICHMOND COUNTY  
STATE OF GEORGIA

\_\_\_\_\_  
PETITIONER

CIVIL ACTION NUMBER:  
\_\_\_\_\_

\_\_\_\_\_  
RESPONDENT

**PETITION FOR LEGITIMATION AND CUSTODY/VISITATION**

My name is \_\_\_\_\_. I am the  
Petitioner in this *Petition for Legitimation and Custody/Visitation* and I am representing myself.  
In support of my Petition and pursuant to O.C.G.A. § 19-7-22, I state the following:

1.

The Respondent is named \_\_\_\_\_ and is:

[Check and complete **ONLY ONE** of the following]

- The mother of my child(ren).
- Not the mother of my children. The respondent is:
  - The legal guardian of my child(ren)
  - The legal custodian of my child(ren)

The mother of my children, \_\_\_\_\_  
is not the Respondent in this case because:  
\_\_\_\_\_  
\_\_\_\_\_

2.

- Respondent's residential address is:

\_\_\_\_\_  
[Street Address] [City] [State] [County] [Zip]

3.

[REQUIRED] Respondent's last known telephone number is (\_\_\_\_\_) \_\_\_\_\_



9.

The minor child(ren) currently live at \_\_\_\_\_  
in \_\_\_\_\_ County, State of \_\_\_\_\_ with the following adult(s):

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

The child(ren) has/have lived at this address since approximately \_\_\_\_\_.

10.

During the past five years, the child(ren) has/have lived at the following addresses:

<i>Dates at Address</i>	<i>Address</i>

11.

During the last five years, the child(ren) has/have lived with the following adults:

<i>Name of Adult</i>	<i>Current Address of Adult</i>

12.

[Check ONLY ONE of the following]

- I have never participated as a party or a witness or in any other capacity in any other litigation concerning the custody of or visitation with the minor child(ren) in Georgia or any other jurisdiction.

- I have participated in other litigation concerning the custody of or visitation with the minor child(ren). The Court, Civil Action Number, and date of any Order concerning custody or visitation under the other litigation are as follows:

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13.

[Check **ONLY ONE** of the following]

- I do not have any information or any proceeding that could affect this case, including proceedings for enforcement and proceedings relating to family violence, protective orders, termination of parental rights and adoptions, in Georgia or any other jurisdiction
- I have information about a proceeding that could affect this case. The Court, Civil Action Number, and nature of the proceeding are as follows:

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14.

[Check **ONLY ONE** of the following]

- I do not know of any person who is not a party to this case who has physical custody of the child(ren) or who claims to have custody or visitation rights with respect to the child(ren)
- I know a person who is not a party to this case who has physical custody of the child(ren) or who claims to have custody or visitation rights with respect to the child(ren). The names and the current addresses of the person(s):

<i>Name</i>	<i>Current Address</i>

15.

[Check ONLY if applicable]

- I want to change the name of my child(ren) from:

<i>Current Name of Child</i>	<i>Proposed New Name of Child</i>

16.

[Check ONLY if applicable]

- I seek to have my name entered as the father on the birth record of my child(ren).

17.

[Check ONE of the following]

- A Parenting Plan is attached as "Exhibit A" and is incorporated herein by reference thereto. I believe the custody or visitation arrangement within is in the best interests of the child(ren).
- I am not asking the Court to address the issue of custody or visitation in this case.

18.

[Check ONE of the following]

- A child support worksheet and addendum are attached as "Exhibit B" and are incorporated herein by reference thereto. I believe the child support amount therein is in the best interests of the children.
- I am not asking the Court to address the issue of Child Support in this case.

WHEREFORE, Petitioner respectfully requests:

[Check **ONLY** applicable]

- That Respondent be served with notice of this Petition as provided by law;
- That the Court enter an Order legitimating my relationship with the child(ren) so that the child(ren) and I will be capable of inheriting each other in the same manner as if the child(ren) had born in wedlock;
- That the child(ren)'s name(s) be changed as requested above;
- That the Department of Vital Statistics be ordered and directed the birth records of each child and reissue a birth certificate showing me, Petitioner, as the father;
- That custody for the child(ren) be Ordered as requested with the attached Parenting Plan;
- That visitation for the child(ren) be Ordered as requested above;
- That a Rule Nisi be scheduled by the Court to decide on the relief I have requested.
- That the Court Order any and all other relief that is just and proper.

#### VERIFICATION

I personally appeared before the undersigned Notary Public, and say under oath that I am the Petitioner in the above-styled action and that the facts stated in the corresponding *Petition for Legitimation and Custody/Visitation* are true and correct.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PETITIONER *[Sign in front of notary]*

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Sworn and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_

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

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

IN THE SUPERIOR COURT OF RICHMOND COUNTY  
STATE OF GEORGIA

\_\_\_\_\_  
PETITIONER

VS.

\_\_\_\_\_  
RESPONDENT

CIVIL ACTION FILE NUMBER:  
\_\_\_\_\_

ACKNOWLEDGMENT OF SERVICE

The undersigned Respondent hereby acknowledges due and legal service of the *Petition for Legitimation and Custody/Visitation* in the above-styled case, acknowledges receipt of a copy thereof, and hereby waives any and all further notice, service, and issuance of summons.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RESPONDENT [*Sign in front of notary*]

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Sworn and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

**IN THE SUPERIOR COURT OF RICHMOND COUNTY  
STATE OF GEORGIA**

\_\_\_\_\_  
PETITIONER

CIVIL ACTION NUMBER:  
\_\_\_\_\_

\_\_\_\_\_  
RESPONDENT

**MOTHER'S CONSENT TO LEGITIMATION AND CUSTODY/VISITATION**

1.

I am the Mother of the minor child(ren) listed below who are the subject of this action filed by the Petitioner.

<i>Complete Name of child First, Middle, Last</i>	<i>Sex of child</i>	<i>Date of Birth</i>

2.

I hereby give my consent to the following provisions:

[Check **ONLY** if applicable]

- The Petitioner legitimating each child whose name is listed above in Paragraph 1.
- Changing the children's names as requested in the *Petition for Legitimation and Custody/Visitation*.
- I agree to the terms outlined in the Parenting Plan attached to the *Petition for Legitimation and Custody/Visitation* as "Exhibit A."
- The terms contained in the Child Support Addendum attached to the *Petition for Legitimation and Custody/Visitation* "Exhibit B."



3. as

I have read this document, and I understand it. I am giving my consent freely and voluntarily. I have written my checked all of the provisions in Paragraph 2 to which I consent. I am not being forced to sign this consent, and I believe this legitimation is in the best interest of my child(ren).

4.

I personally appeared before the undersigned Notary Public, and say under oath that I am the Petitioner in the above-styled action and that the facts stated above are true and correct.

\_\_\_\_\_  
MOTHER [*Sign in front of notary*]

Address \_\_\_\_\_

\_\_\_\_\_  
Phone number \_\_\_\_\_

Sworn and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

**IN THE SUPERIOR COURT OF RICHMOND COUNTY  
STATE OF GEORGIA**

\_\_\_\_\_  
PETITIONER

CIVIL ACTION NUMBER:  
\_\_\_\_\_

\_\_\_\_\_  
RESPONDENT

**ORDER OF LEGITIMATION**

The above Petition having come before the Court, and in consideration thereof and of the entire record in this matter, it is accordingly ORDERED and ADJUDGED as follows:

- That the child(ren) named in the Petition, namely:

<i>Current name of child</i>	<i>Sex of child</i>	<i>Date of Birth</i>

shall be declared the legitimate child(ren) of Petitioner, and capable of inheriting from him the same as if born in wedlock

- That the Department of Vital Statistics forthwith amend and reissue the birth certificate of each child listed above to indicate that the Petitioner herein, is the father of each child.
- That the Department of Vital Statistics forthwith remove

\_\_\_\_\_ as the father from the birth certificate of each child listed above and replace it with the name of Petitioner.

- The child(ren) shall henceforth be known as:

<i>Current Name of Child</i>	<i>New Name of Child</i>

- That the Parenting Plan entered into by the Parties is hereby attached and adopted by this Court. Each party is ORDERED to abide by the terms of said Parenting Plan.

- The Child Support Worksheet(s) and Addendum are hereby attached and adopted by this Court. Each party is ORDERED to abide by the terms of the Child Support Worksheet(s) and Addendum.

\_\_\_\_\_ shall pay \$ \_\_\_\_\_ per month to \_\_\_\_\_

- This Court has not decided the issue of Child Support because there is a preexisting Child Support Order between the Parties, Civil Action Number \_\_\_\_\_.
- An income deduction order shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of Child Support provided in this Order. The Income Deduction Order shall take effect:
  - Immediately.
  - 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).

So ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SUPERIOR COURT JUDGE  
Augusta Judicial Circuit



**B. Primary Physical Custodian**

For the child(ren) named below, the primary physical custodian shall be:

	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint

For the purposes of this Parenting Plan,  Mother,  Father is designated as the "Custodial Parent". The other parent is the "Non-Custodial Parent".

**C. Day-To-Day Decisions**

A parent shall make decisions regarding the day-to-day care of the child(ren) while the child(ren) is/are residing with that parent, including any emergency decisions affecting the health or safety of the child(ren).

**D. Major Decisions**

Major decisions regarding each child shall be made as follows:

Educational decisions	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Non-emergency health care	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Religious upbringing	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Extracurricular activities	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint

**E. Disagreements**

If the parents have been ordered to have joint decision making in Section I(D) above, and should the parties be unable to agree after serious and meaningful consideration of each other's views:

the Custodial Parent shall have final decision making authority.

the Non-Custodial Parent shall have final decision making authority.

The party with final decision making authority does not have the authority to modify any of the visitation provisions specifically set forth herein. The number of extracurricular activities in which the child(ren) are enrolled must be reasonable.

**II. PARENTING TIME/VISITATION SCHEDULES**

*The following schedule should not be construed as precluding other visitation or alternative arrangements. The best visitation plan is one the parties have agreed to, rather than one imposed by the Court. However, the Court will only enforce the strict terms of this Parenting Plan in the event of any future disagreements concerning visitation.*

This parenting schedule begins on:

(X) date of this plan OR ( ) \_\_\_\_\_  
 (date and time)

#### A. Parenting Time/Visitation-General

This visitation schedule is broken up into several different sections or types of visitation. Regardless of the age of the child(ren) whose custody is being addressed herein, this visitation schedule is organized to include visitation during the school year, during holidays from school and during summer. For all purposes herein, the following terms shall be applicable:

- 1) **Visitation during school year:** If the child(ren) are not enrolled in school, the published schedule of the local public school where the primary custodian resides shall be utilized. If the child(ren) are enrolled in school, the schedule of the school system in which the child(ren) is/are actually enrolled shall be utilized. In the event there is more than one child and the children are enrolled in schools which observe different schedules, the parties shall utilize a hybrid schedule that reflects the holidays which are common to all applicable school systems (the applicable schedule shall be referred to as the "School Year"). This schedule may also be referred to as the "Regular Schedule" or "Day-To-Day Schedule" herein.
- 2) **Visitation during Thanksgiving Break:** This period of visitation includes the dates that the applicable school system recesses for at least two consecutive school days in November of every year ("Thanksgiving Break"). This schedule begins to be applicable at 6:00 p.m. on the date that the Thanksgiving Break begins and ends at 6:00 p.m. on the Sunday after Thanksgiving.
- 3) **Visitation during Winter Break:** This period of visitation includes the dates that the applicable school system recesses for winter break and which includes December 25 of every year ("Winter Break"). This schedule begins to be applicable at 6:00 p.m. on the date that the Winter Break begins and ends at 6:00 p.m. on the day before school resumes.
- 4) **Visitation during Spring Break:** This period of visitation includes the dates that the applicable school system recesses for a full week in the month of March or April of every year ("Spring Break"). This schedule begins to be applicable at 6:00 p.m. on the day that school recesses for Spring Break and ends at 6:00 p.m. on the day before school resumes.
- 5) **Visitation during Summer:** This period of visitation includes the dates that the applicable school system recesses for at least one full month in the summer and is the period between academic years ("Summer Break"). The Summer Break begins to be applicable on the day that school recesses for Summer Break and ends at 6:00 p.m. five (5) days before school resumes.
- 6) **Weekend:** For purposes of this parenting plan, a weekend begins at 6:00 p.m. on Friday and ends at 6:00 p.m. on Sunday.
- 7) **Weekday visitation:** Weekday visitation begins at 4:00 p.m. and ends at 7:30 p.m. The party with weekday visitation shall provide the child(ren)'s evening meal and complete any homework assigned for that evening.

**B. Visitation during School Year: (Choose one of the following)**

During the school year, the Non-Custodial Parent shall have at a minimum the following rights of parenting time/visitation (*choose an item*):

- The weekend of the first, third and fifth Friday (if any) of each month.
- Every other weekend starting the second weekend after the date of this plan.

Additionally, the Non-Custodial Parent shall have weekday parenting time/visitation on (*choose an item*):

- None
- One afternoon each week to be agreed upon by the parties. If the parties cannot agree, weekday visitation shall be on Tuesday.

**C. Visitation during Thanksgiving Break: (Choose one of the following)**

- Applicable
- Not applicable, the Day-to-Day schedule applies

\_\_\_\_\_ In even-numbered years, the Non-Custodial Parent will have the child(ren) with him/her for the entire Thanksgiving Break. In odd-numbered years, the Custodial Parent shall have the child(ren) with him/her for the entire Thanksgiving Break.

**OR**

\_\_\_\_\_ The  Custodial Parent  Non-Custodial Parent shall have the child(ren) for the first period of Thanksgiving Break, beginning at the time that school recesses for Thanksgiving Break until 3:00 p.m. on Thanksgiving Day in  odd-numbered years  even-numbered years  every year. The other parent will have the child(ren) for the second period of Thanksgiving Break, beginning at 3:00 p.m. on Thanksgiving Day until 6:00 p.m. on the evening before Thanksgiving Break ends. Unless otherwise indicated, the parties shall alternate the first and second periods of Thanksgiving Break each year.

**D. Visitation during Winter Break: (Choose one of the following)**

- Applicable
- Not applicable, the Day-to-Day schedule applies

\_\_\_\_\_ The  Custodial Parent  Non-Custodial Parent shall have the child(ren) for the first period of Winter Break, beginning at the time that school recesses for Winter Break until December 26<sup>th</sup> at 10:00 a.m. in  odd-numbered years  even-numbered years  every year. The other parent will have the child(ren) for the second period of Winter Break, beginning at 10:00 a.m. on December 26<sup>th</sup> until 6:00 p.m. on the evening before Winter Break ends. Unless otherwise indicated, the parties shall alternate the first and second periods of Winter Break each year. For the purpose of resuming visitation during the School Year, the parent who exercised visitation during the first half of Winter Break shall have the child(ren) with that parent on the first weekend following the end of Winter Break visitation. This is the only time that visitation during the School Year might be reset.

**OR**

\_\_\_\_\_ The  Custodial Parent  Non-Custodial Parent shall have the child(ren) for the first

period of Winter Break, beginning at the time that school recesses for Winter Break until December 25<sup>th</sup> at 2:00 p.m. in ( ) odd-numbered years (X) even-numbered years ( ) every year. The other parent will have the child(ren) for the second period of Winter Break, beginning at 2:00 p.m. on December 25<sup>th</sup> until 6:00 p.m. on January 1<sup>st</sup>. Unless otherwise indicated, the parties shall alternate the first and second periods of Winter Break each year. The Regular Schedule resumes the first weekend after Winter Break ends.

**E. Visitation during Summer: (Choose one of the following)**

(X) Applicable ( ) Not applicable, the day-to-day schedule applies

Unless the parties agree otherwise, visitation with the child(ren) during the Summer Break shall be alternated on a week-to-week basis. The first week of visitation during Summer Break begins on the Sunday after school recesses for the Summer Break at 6:00 p.m. and ends on the following Sunday at 6:00 p.m. The Non-Custodial Parent shall have the first week of Summer Break visitation. The Custodial Parent shall have the next week and the parties shall continue to alternate weeks of visitation during Summer Break thereafter. In all cases, the child(ren) shall be with the Custodial Parent for the last five consecutive days before Summer Break ends and the next School Year begins.

( ) Other: \_\_\_\_\_

**F. Visitation during Spring Break: (Choose one of the following)**

(X) Applicable ( ) Not applicable, the day-to-day schedule applies

\_\_\_\_\_ In odd-numbered years, the Non-Custodial Parent shall have the child(ren) for Spring Break. In even-numbered years, the Custodial Parent shall have the child(ren) for the entire Spring Break.

**OR**

\_\_\_\_\_ The parties shall divide visitation during every Spring Break. If the parties are unable to agree on visitation during the child(ren)'s spring break, the parent whose Regular Schedule of visitation would include the first weekend of Spring Break will have the child(ren) for that weekend through 12:00 noon on Wednesday. At that time, the child(ren) will be returned to the other parent who will have visitation with the child(ren) for the remainder of Spring Break.

**G. Other holiday schedule:**

The child(ren) shall be with Mother on every Mother's Day from 6:00 pm on the Saturday which precedes Mother's Day until 6:00 pm of Mother's Day. The child(ren) shall be with Father on every Father's Day from 6:00 pm on the Saturday which precedes Father's Day until 6:00 pm on Father's Day. This schedule will be maintained, regardless of which parent the children would have been with on that particular weekend under the Regular Schedule of visitation or under the schedule of visitation applicable to Summer Break.

**H. School holidays that precede or follow weekend visitation during the school year**



For the purposes of this parenting plan, if the Non-Custodial Parent exercises visitation during the School Year on a weekend in which there is a Friday and/or Monday school holiday which immediately precedes and/or follows his weekend visitation, Non-Custodial Parent's visitation shall include that Friday and/or Monday school holiday ("Holiday Extension"). For the purposes of this paragraph, a "school holiday" includes a teacher work day or other day in which students are not required to attend school and which is announced by the applicable school system before the end of the Non-Custodial Parent's normal weekend visitation. However, this Holiday Extension is only applicable to the schedule of visitation for the School Year and only applies to Friday and/or Monday. Therefore, the Holiday Extension does not include any additional school holidays which are not a Friday immediately preceding the regular weekend visitation during the School Year or a Monday that immediately follows a regular weekend visitation during the School Year.

**III. COORDINATION OF PARENTING SCHEDULES**

The parenting time/visitation awarded herein that is not included within the School Year takes priority over the schedule of visitation during the School Year. Therefore, unless specifically noted otherwise herein, there is no weekend or weekday visitation during Mother's/Father's Day, the Thanksgiving Break, the Winter Break, the Summer Break or the Spring Break.

**IV. TRANSPORTATION ARRANGEMENTS**

For all periods of visitation, the place of meeting for the exchange of the child(ren) shall be the home of the Custodial Parent, unless the alternate provision below is marked and a different meeting place is indicated.

\_\_\_\_\_ Alternate meeting place: \_\_\_\_\_

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

**V. CONTACTING THE CHILD**

When the child(ren) is/are in the physical custody of one parent, the other parent will have the right to contact the child(ren) as follows:

**A. Contact via telecommunications:** The parent without the child(ren) may call the child(ren) AT ANY TIME THAT IS REASONABLE. The party without the child(ren) may not call more than one time per day except in emergency or exceptional circumstances. If the child(ren) is/are not available to talk on the telephone at the time of the call, the party without the child(ren) may leave a mature voice message or mature text message, requesting that the child(ren) return the call. If a mature message is left, the party with the child(ren) shall ensure that the phone call is returned on the same day that the message was left. The party without the child(ren) shall be reasonable in the time of the call, the frequency of the call and the duration of the call.

**B. Recording not allowed:** Neither party is allowed to record or monitor the communications between the other party and the child(ren) which occurs by telecommunications unless specifically authorized in this Parenting Plan.

**VI. SUPERVISION OF PARENTING TIME (if applicable)**

( ) Applicable (X) Not Applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: \_\_\_\_\_

Person/Organization supervising: \_\_\_\_\_

Responsibility for cost of supervised visitation:

( ) Custodial Parent      ( ) Non-Custodial Parent      ( ) Both equally

**VII. COMMUNICATION PROVISIONS**

A parent shall always have the current address, telephone number and cell phone number of the other parent. A parent shall promptly notify the other parent of a change of address, phone number or cell phone number. If a finding of family violence has been made, this notification may be made through a third party. A parent changing residence must give at least 30 days' notice of the change and provide the full address of the new residence.

If a parent is traveling with the child(ren) to a location that is outside of the Augusta Judicial Circuit and that trip will involve an overnight stay, he/she shall provide the other parent with reasonable information concerning the child(ren)'s whereabouts and how to contact the other parent in the event of an emergency. If travel is by air, he/she shall provide the other parent with the child(ren)'s flight information.

**VIII. ACCESS RIGHTS TO RECORDS AND INFORMATION**

Each parent shall have direct access to the child(ren)'s school, medical, dental and other records of every type, wherever they may be located, and shall have the right to discuss the child(ren) with doctors, teachers, administrators, coaches, youth leaders, and any and all other persons who are involved in any aspect of the child(ren)'s life/lives. Each parent shall have access to the child(ren)'s grades from school, as well as a schedule of the child(ren)'s curricular and extracurricular events, so that each parent shall be permitted and enabled to fully participate in all aspects of the life/lives of the child(ren) without first seeking the permission or input of the other parent. Each parent shall provide the other parent with all such schedules of curricular and extracurricular events or activities which are not reasonably available to the other parent. Each parent will inform the other of events and activities involving the child(ren) so that each parent will have an opportunity to attend if he/she so desires. Designation as a Non-Custodial Parent does not affect a parent's right to equal access to records and information.

The Custodial Parent shall ensure that the Non-Custodial Parent is listed as the first emergency contact on the child(ren)'s school or day care records if the Custodial Parent cannot be reached.

**IX. MODIFICATION OF PLAN OR DISAGREEMENTS**

The parties may, by mutual agreement, vary the parenting time/visitation; however, such agreement shall not be a binding court order or be construed as modifying a previous order. Custody and visitation shall only be modified by court order. If the parents disagree about this parenting plan or wish to modify it, they must make a good faith effort to resolve the issue between themselves.

**X. CONDUCT OF PARTIES**

The parties shall always promote the welfare and best interest of the child(ren), and shall confer with each other on all important matters relating to the child(ren). The parties shall not do anything which will or may tend to estrange the child(ren) from the other party. Neither parent shall, directly or indirectly, encourage the child(ren) not to visit with the other parent, or otherwise interfere with the other party's



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*[Additional pages may be attached.]*

**XII. INCORPORATION INTO JUDGMENT**

It is contemplated that this Parenting Plan will be incorporated into a temporary or final judgment in this case. If there is any conflict between any such judgment and this Parenting Plan or any written agreement between the parties, the judgment shall control. If there is any conflict between this Parenting Plan and any written agreement between the parties, this Parenting Plan shall control.

**XIII. AGREEMENT OF THE PARTIES *[if applicable]***

The parties hereby knowingly and voluntarily agree to the terms of this Parenting Plan. If signed by a party, the party affirms that the information he/she has provided in connection with the preparation of this Parenting Plan is true and correct.

           *[If applicable, this paragraph must be marked.]* The parties hereby agree that if a disagreement arises with regard to the terms of this Parenting Plan, prior to seeking a modification, the parties shall attempt to resolve said disagreement through the Augusta Judicial Circuit's alternative dispute resolution program or any other mediation acceptable to the parties and the Court.

\_\_\_\_\_  
Mother

\_\_\_\_\_  
Father

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

SUPERIOR COURT OF \_\_\_\_\_ COUNTY, GEORGIA

Civil Action File No. \_\_\_\_\_

\_\_\_\_\_, )  
**Plaintiff,** )  
 )  
 )  
 v. )  
 )  
 \_\_\_\_\_, )  
**Defendant.** )

**PARENTING PLAN B**

Instructions: This Parenting Plan is approved for use in the Augusta Judicial Circuit. If there are substantive changes to the basic form, **bold and underline** the changes, and check here \_\_\_\_\_.

Date of this plan: \_\_\_\_\_

- ( ) The parties agree to the terms of this plan and affirm the accuracy of the information provided, as shown by their signatures at the end of this plan.
- ( ) This plan has been prepared or ordered by the judge.

This plan: ( ) is a new plan.  
 ( ) modifies an existing Order: Court: \_\_\_\_\_  
 Case No.: \_\_\_\_\_ Date: \_\_\_\_\_

This plan applies to the following minor child(ren) of the parties:

Child's Name	Year of Birth

**I. CUSTODY AND DECISION MAKING**

- A. Legal Custody shall be: [Check one]
  - (X) joint.
  - ( ) with the Mother, not joint.
  - ( ) with the Father, not joint.

**B. Primary Physical Custodian**

For the child(ren) named below, the primary physical custodian shall be:

	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint

For the purposes of this Parenting Plan,  Mother,  Father is designated as the "Custodial Parent". The other parent is the "Non-Custodial Parent".

**C. Day-To-Day Decisions**

A parent shall make decisions regarding the day-to-day care of the child(ren) while the child(ren) is/are residing with that parent, including any emergency decisions affecting the health or safety of the child(ren).

**D. Major Decisions**

Major decisions regarding each child shall be made as follows:

Educational decisions	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Non-emergency health care	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Religious upbringing	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint
Extracurricular activities	<input type="checkbox"/> Custodial Parent	<input type="checkbox"/> Non-Custodial Parent	<input checked="" type="checkbox"/> joint

**E. Disagreements**

If the parents have elected joint decision making in Section I(D) above, if the parties are unable to agree after serious and meaningful consideration of each other's views:

the Custodial Parent shall have final decision making authority.

the Non-Custodial Parent shall have final decision making authority.

The party with final decision making authority does not have the authority to modify any of the visitation provisions specifically set forth herein. The number of extracurricular activities in which the child(ren) are enrolled must be reasonable.

**II. PARENTING TIME/VISITATION SCHEDULES**

*The following schedule should not be construed as precluding other visitation or alternative arrangements. The best visitation plan is one the parties have agreed to, rather than one imposed by the court. However, the Court will only enforce the strict terms of this Parenting Plan in the event of any future disagreements concerning visitation.*

This parenting schedule begins on:

(X) date of this plan OR ( ) \_\_\_\_\_  
 (date and time)

**A. Parenting Time/Visitation-General**

This visitation schedule is broken up into several different sections or types of visitation. Regardless of the age of the child(ren) whose custody is being addressed herein, this visitation schedule is organized to include visitation during the school year, during holidays from school and during summer. For all purposes herein, the following terms shall be applicable:

- 1) **Visitation during school year:** If the child(ren) are not enrolled in school, the published schedule of the local public school where the primary custodian resides shall be utilized. If the child(ren) are enrolled in school, the schedule of the school system in which the child(ren) is/are actually enrolled shall be utilized. In the event there is more than one child and the children are enrolled in schools which observe different schedules, the parties shall utilize a hybrid schedule that reflects the holidays which are common to all applicable school systems (the applicable schedule shall be referred to as the "School Year"). This schedule may also be referred to as the "Regular Schedule" or "Day-To-Day Schedule" herein.
- 2) **Visitation during Thanksgiving Break:** This period of visitation includes the dates that the applicable school system recesses for at least two consecutive school days in November of every year ("Thanksgiving Break"). This schedule begins to be applicable at 6:00 p.m. on the date that the Thanksgiving Break begins and ends at 6:00 p.m. on the Sunday after Thanksgiving.
- 3) **Visitation during Winter Break:** This period of visitation includes the dates that the applicable school system recesses for winter break and which includes December 25 of every year ("Winter Break"). This schedule begins to be applicable at 6:00 p.m. on the date that the Winter Break begins and ends at 6:00 p.m. on the day before school resumes.
- 4) **Visitation during Spring Break:** This period of visitation includes the dates that the applicable school system recesses for a full week in the month of March or April of every year ("Spring Break"). This schedule begins to be applicable at 6:00 p.m. on the day that school recesses for Spring Break and ends at 6:00 p.m. two days before school resumes.
- 5) **Visitation during Summer:** This period of visitation includes the dates that the applicable school system recesses for at least one full month in the summer and is the period between academic years ("Summer Break"). The Summer Break begins to be applicable on the day that school recesses for Summer Break and ends at 6:00 p.m. on the day before Summer Break ends.
- 6) **Weekend:** For purposes of this parenting plan, a weekend begins at 6:00 p.m. on Friday and ends at 6:00 p.m. on Sunday.
- 7) **Weekday visitation:** Due to the distance between the residence of the parties, no weekday visitation is awarded during the School Year.

**B. Visitation during school year:**

During the School Year, the Non-Custodial Parent shall have at a minimum the following rights of parenting time/visitation (*choose an item*):

( ) None.

(X) One weekend of each month. If the parties cannot agree, the weekend visitation shall begin on the first Friday of each month provided that weekend is not included within another period of visitation during the Winter Break, the Summer Break or Spring Break. Weekend visitation during the School Year must be exercised within 175 miles of the residence of the Custodial Parent.

**C. Visitation during Thanksgiving Break:**

(X) Applicable ( ) Not applicable, the Day-to-Day schedule applies

In even-numbered years, the Non-Custodial Parent will have the child(ren) for the entire Thanksgiving Break. In odd-numbered years, the Custodial Parent shall have the child(ren) for the entire Thanksgiving Break.

**D. Visitation during Winter Break:**

(X) Applicable ( ) Not applicable, the Day-to-Day schedule applies

\_\_\_\_\_ The ( ) Custodial Parent ( ) Non-Custodial Parent shall have the child(ren) for the first period of Winter Break, beginning at the time that school recesses for Winter Break until December 26<sup>th</sup> at 10:00 a.m. in ( ) odd-numbered years ( ) even-numbered years ( ) every year. The other parent will have the child(ren) for the second period of Winter Break, beginning at 10:00 a.m. on December 26<sup>th</sup> until 6:00 p.m. on the evening before Winter Break ends. Unless otherwise indicated, the parties shall alternate the first and second periods of Winter Break each year.

**E. Visitation during Summer: (Choose one of the following)**

(X) Applicable ( ) Not applicable, the Day-to-Day schedule applies

The Non-Custodial Parent shall have visitation with the child(ren) during the Summer Break as follows:

\_\_\_\_\_ The Non-Custodial Parent shall have the child(ren) for a period beginning ten (10) days after Summer Break begins and ending ten (10) days before the end of Summer Break.

**OR**

\_\_\_\_\_ The Non-Custodial Parent shall have the child(ren) for a period of four (4) consecutive weeks, beginning five (5) days after Summer Break begins. The Non-Custodial Parent's visitation during the Summer Break shall begin at 6:00 p.m. on \_\_\_\_\_ of each year and end at 6:00 p.m. on \_\_\_\_\_ of each year.

**F. Visitation during Spring Break: (Choose one of the following)**

(X) Applicable ( ) Not applicable, the Day-to-Day schedule applies

\_\_\_\_\_ In odd-numbered years, the Non-Custodial Parent shall have the child(ren) for Spring Break. In even-numbered years, the Custodial Parent shall have the child(ren) for the entire Spring Break.



OR

\_\_\_\_\_ The Non-Custodial Parent shall have the child(ren) for every Spring Break.

**G. Other holiday schedule:**

(X) Applicable ( ) Not applicable, the Day-to-Day schedule applies

The child(ren) shall be with Mother on every Mother’s Day from 6:00 pm on the Saturday which precedes Mother’s Day until 6:00 pm of Mother’s Day. The child(ren) shall be with Father on every Father’s Day from 6:00 pm on the Saturday which precedes Father’s Day until 6:00 pm on Father’s Day. This schedule will be maintained, regardless of which parent the children would have been with on that particular weekend under the Regular Schedule of visitation or under the schedule of visitation applicable to Summer Break.

**H. School holidays that precede or follow weekend visitation during the school year**

For the purposes of this parenting plan, if the Non-Custodial Parent exercises visitation during the School Year on a weekend in which there is a Friday and/or Monday school holiday which immediately precedes and/or follows his weekend visitation, the Non-Custodial Parent’s visitation shall include that Friday and/or Monday school holiday (“Holiday Extension”). For the purposes of this paragraph, a “school holiday” includes a teacher work day or other day in which students are not required to attend school and which is announced by the applicable school system before the end of the Non-Custodial Parent’s normal weekend visitation. However, this Holiday Extension is only applicable to the schedule of visitation for the School Year and only applies to Friday and/or Monday. Therefore, the Holiday Extension does not include any additional school holidays which are not a Friday immediately preceding the regular weekend visitation during the School Year or a Monday that immediately follows a regular weekend visitation during the School Year.

**III. COORDINATION OF PARENTING SCHEDULES**

The parenting time/visitation awarded herein that is not included within the School Year takes priority over the schedule of visitation during the School Year. Therefore, unless specifically noted otherwise herein, there is no weekend or weekday visitation during Mother’s/Father’s Day, the Thanksgiving Break, the Winter Break, the Summer Break or the Spring Break.

**IV. TRANSPORTATION ARRANGEMENTS**

**A. Meeting location for exchange of children:** For all periods of visitation, the place of meeting for the exchange of the child(ren) shall be halfway between the home of the Custodial Parent and the Non-Custodial Parent, unless the alternate provision below is marked and a different meeting place/plan is indicated.

\_\_\_\_\_ Alternate meeting place/plan: \_\_\_\_\_

**B. Transportation costs:** Unless otherwise ordered or agreed, all travel expenses of the child(ren), including air travel expenses, shall be shared between the parties in the percentages set forth below. If travel is by air, non-stop travel between the departure city and the arrival city must be utilized, if reasonably available. Air travel shall be purchased at the lowest available fare for a reasonable itinerary. Both parties are expected to travel to a commercial airport that is located within 200 miles of the residence of that parent that will facilitate non-stop air travel to a commercial airport

that is located within 200 miles of the residence of the other parent. If air travel is utilized for transportation of the child(ren) for visitation, the parties must confer as to the flight reservations and neither parent may make flight reservations until the other party is consulted. If the parties cannot agree on the flight reservations, after due consultation with one another, the Custodial Parent shall be entitled to make flight reservations in even-numbered years and the Non-Custodial Parent shall be entitled to make flight reservations in odd-numbered years.

**C. Division of transportation costs:** The parties shall divide the costs of transportation for the travel of the child(ren) as follows:

1) in accordance with the percentages set forth on Line 3 of the Child Support Worksheet.

OR

2) the Custodial Parent shall pay \_\_\_\_\_% and the Non-Custodial Parent shall pay \_\_\_\_\_% of all travel expenses of the child(ren).

\_\_\_\_\_ *[mark if applicable]* The Court is not ordering the parties to utilize unaccompanied air travel for the child(ren) in this case. The decision as to whether the child(ren) will travel by air and whether the child will be accompanied is a decision that must be made by the parents. If the child travels while accompanied by an adult, the cost of the air fare for the adult accompanying the child shall also be included in the transportation costs shared by the parties as set forth above.

#### V. CONTACTING THE CHILD

When the child(ren) is/are in the physical custody of one parent, the other parent will have the right to contact the child(ren) as follows:

**A. Contact via telecommunications:** The parent without the child(ren) may call the child(ren) AT ANY TIME THAT IS REASONABLE. The party without the child(ren) may not call more than one time per day except in emergency or exceptional circumstances. If the child(ren) is not available to talk on the telephone at the time of the call, the party without the child(ren) may leave a mature voice message or mature text message, requesting that the child(ren) return the call. If a mature message is left, the party with the child(ren) shall ensure that the phone call is returned on the same day that the message was left. The party without the child(ren) shall be reasonable in the time of the call, the frequency of the call and the duration of the call.

**B. Recording not allowed:** Neither party is allowed to record or monitor the communications between the other party and the child(ren) which occurs by telecommunications unless specifically authorized in this Parenting Plan.

**VI. SUPERVISION OF PARENTING TIME (if applicable)**

Applicable       Not Applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: \_\_\_\_\_

Person/Organization supervising: \_\_\_\_\_

Responsibility for cost of supervised visitation:

Custodial Parent     Non-Custodial Parent     Both equally

**VII. COMMUNICATION PROVISIONS**

A parent shall always have the current address, telephone number and cell phone number of the other parent. A parent shall promptly notify the other parent of a change of address, phone number or cell phone number. If a finding of family violence has been made, this notification may be made through a third party. A parent changing residence must give at least 30 days' notice of the change and provide the full address of the new residence.

If a parent is traveling with the child(ren) to a location that is outside of the Augusta Judicial Circuit and that trip will involve an overnight stay, he/she shall provide the other parent with reasonable information concerning the child(ren)'s whereabouts and how to contact the other parent in the event of an emergency. If travel is by air, he/she shall provide the other parent with the child(ren)'s flight information.

**VIII. ACCESS RIGHTS TO RECORDS AND INFORMATION**

Each parent shall have direct access to the child(ren)'s school, medical, dental and other records of every type, wherever they may be located, and shall have the right to discuss the child(ren) with doctors, teachers, administrators, coaches, youth leaders, and any and all other persons who are involved in any aspect of the child(ren)'s life/lives. Each parent shall have access to the child(ren)'s grades from school, as well as a schedule of the child(ren)'s curricular and extracurricular events, so that each parent shall be permitted and enabled to fully participate in all aspects of the life/lives of the child(ren) without first seeking the permission or input of the other parent. Each parent shall provide the other parent with all such schedules of curricular and extracurricular events or activities which are not reasonably available to the other parent. Each parent will inform the other of events and activities involving the child(ren) so that each parent will have an opportunity to attend if he/she so desires. Designation as a Non-Custodial Parent does not affect a parent's right to equal access to records and information.

**IX. MODIFICATION OF PLAN OR DISAGREEMENTS**

The parties may, by mutual agreement, vary the parenting time/visitation; however, such agreement shall not be a binding court order or be construed as modifying a previous order. Custody and visitation shall only be modified by court order. If the parents disagree about this parenting plan or wish to modify it, they must make a good faith effort to resolve the issue between themselves.

**X. CONDUCT OF PARTIES**

The parties shall always promote the welfare and best interest of the child(ren), and shall confer with each

other on all important matters relating to the child(ren). The parties shall not do anything which will or may tend to estrange the child(ren) from the other party. Neither parent shall, directly or indirectly, encourage the child(ren) not to visit with the other parent, or otherwise interfere with the other party's rights of custody or visitation. The parties shall use their best efforts to amicably resolve disputes which may arise.

In the event that a child develops a serious illness or injury while visiting with one parent, the parent who has the child with them at the time of the injury or illness shall promptly inform the other parent of the child's condition. Emergency surgery necessary for the preservation of life or to prevent a further serious injury or condition may be performed without the other parent's consent; provided, however, that if time permits, the other parent shall be consulted and, in any event, he/she shall be informed as soon as possible. Non-emergency surgery shall be performed on a child only after the parties have conferred with each other.

Neither party shall consume illegal drugs or excessive amounts of alcohol when the child(ren) is/are in his or her custody. Neither party shall operate a motor vehicle under the influence of alcohol or any other substance which impairs the ability to drive when the child(ren) is/are in his or her custody.

**XI. ADDITIONAL PROVISIONS** *[If any of these Additional Provisions conflict with other provisions of this Parenting Plan, the Additional Provisions shall control.]*

**Mark one, if applicable:**

\_\_\_\_\_ If the Non-Custodial Parent intends to exercise visitation privileges, he/she shall provide the Custodial Parent with no less than seven (7) days' advance notice of his/her intent if the visitation is for the weekend. If visitation includes holiday visitation, the Non-Custodial Parent shall provide the Custodial Parent with no less than fourteen (14) days' advance notice of his/her intent. If the Non-Custodial Parent or Designee listed below is more than one hour late picking the child(ren) up at the designated time and has not contacted the Custodial Parent regarding emergency circumstances causing the delay, the Custodial Parent may then make alternative plans for the child(ren) for that visitation period.

\_\_\_\_\_ If the Non-Custodial Parent intends to not exercise visitation privileges, he/she shall provide the Custodial Parent with no less than seven (7) days' advance notice of his/her intent if the visitation is for the weekend. If the visitation includes holiday visitation, the Non-Custodial Parent shall provide the Custodial Parent with no less than fourteen (14) days' advance notice of his/her intent. If the Non-Custodial Parent or Designee listed below is more than one hour late picking the child(ren) up at the designated time and has not contacted the Custodial Parent regarding emergency circumstances causing the delay, the Custodial Parent may then make alternative plans for the child(ren) for that visitation period.

**Other Additional Provisions:**

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SUPERIOR COURT OF \_\_\_\_\_ COUNTY, GEORGIA

Civil Action File No. \_\_\_\_\_

_____	)
	)
Plaintiff,	)
v.	)
	)
_____	)
Defendant.	)

**CHILD SUPPORT ADDENDUM**

**Instructions.** The form of this addendum has been approved for use in the Augusta Judicial Circuit. Each paragraph with options and/or blanks must be completed. Do not delete paragraphs which do not apply. If there are substantive changes to the basic form, use a distinctive font to distinguish the changes and check here. \_\_\_\_\_

This addendum must be incorporated into the final judgment. The amount of child support and the frequency of payment must be included in the final judgment. This child support addendum may become a part of a judgment in the above-styled action (the "Child Support Order"). The Child Support Order includes any agreement of the parties and other documents incorporated therein. The requirements of OCGA §19-6-15 have been applied in determining the amount of child support. The Child Support Worksheet and all applicable schedules thereto (collectively, the "Worksheet") attached hereto or filed contemporaneously herewith are a part of this addendum. Unless otherwise provided in the Child Support Order, the facts, data and calculations shown on the Worksheet shall become findings of the Court.

**1. Number of Children.** The number of children for whom support is being provided is shown on the Worksheet. *[If child support is being determined for only one child, "children" and associated grammar shall be read as if written in the singular, where appropriate.]*

**2. Custodial/Noncustodial Parent:** The Noncustodial Parent for child support purposes is shown on the Worksheet. The other party is the Custodial Parent.

**3. Gross Income.** The monthly Gross Income of both parties is shown on the Worksheet, together with any applicable adjustments.

**4. Child Support Amount.** \_\_\_\_\_ shall pay child support to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20 \_\_\_\_\_. The findings which led to the Court's entry of the child support total is set forth herein.

**5. Frequency of Payment:** Unless otherwise provided in the Child Support Order, child support is payable in two equal installments on the 1<sup>st</sup> day and the 15<sup>th</sup> day of each month, or in installments which correspond with the Noncustodial Parent's pay schedule, but at least monthly.

**6. Duration of Child Support.** Unless otherwise provided in the Child Support Order, with respect to each child, the obligations hereunder to pay child support, contribute to work related child care expenses, maintain health insurance, and pay uninsured health care expenses shall continue until the child reaches eighteen years of age, dies, marries or otherwise becomes emancipated; provided that, if a child reaches eighteen years of age before completing secondary school, the obligations to pay child support, contribute to work related child care expenses, maintain health insurance, and pay uninsured health care expenses for the child shall continue as long as the child is enrolled in and attending secondary school on a fulltime basis, but shall terminate when the child reaches twenty years of age. The related obligations to contribute toward Child Care costs, Health Insurance costs and uninsured health care expenses continues for the same time period as to each child.

**7. Child Care Expense.** If any section of this Paragraph is marked, the Court has found that Work Related Child Care expenses will be incurred in this case ("Child Care").

\_\_\_\_\_ Work Related Child Care Costs that are found to be applicable are already included in the calculation of the amount of child support due under this order as shown in Paragraph 4. Each parent's pro rata share and the amount actually paid by each parent are shown on the Worksheet.

**OR**

\_\_\_\_\_ The Court has found that the Work Related Child Care costs to be variable and has not included those costs in the calculations which appear on the Worksheet. In addition to the amount of child support shown in Paragraph 4, the non-custodial parent shall pay a percentage of the Work Related Child Care Costs actually incurred by the custodial parent which is equal to the percentage of Pro Rata Shares of Combined Income as shown on Line 3 of the Worksheet. The custodial parent shall notify the noncustodial parent of any changes (increases, decreases and temporary or permanent cessation) in the cost of Child Care within 5 days of such change, and the custodial parent shall not accept reimbursement for any expenses not actually incurred. The noncustodial parent's pro-rata obligation for contribution toward the Child Care expenses shall be adjusted accordingly when any change in the cost of Child Care occurs in the future. The noncustodial parent's percentage of the Child Care costs that shall be paid in the event of any change in the Child Care costs is shown on Line 3 of the Worksheet.

Any Work Related Child Care costs actually incurred during visitation by the noncustodial parent shall be reimbursed by the custodial parent. The custodial parent shall reimburse the percentage of the Work Related Child Care Costs actually incurred during visitation by the noncustodial parent which is equal to the percentage of Pro Rata Shares of Combined Income as shown on Line 3 of the Worksheet.

**8. Health Insurance Availability.** The Court hereby finds that the following provisions are applicable in this case: *[select one]*

\_\_\_\_\_ Health insurance for the children has been addressed in the Worksheet and is included as a part of the total child support set forth in Paragraph 4. The Court has found that health insurance for the children is available at a reasonable cost to \_\_\_\_\_ through his/her employer or other source. As long as health insurance remains available to such party at a reasonable cost, such party shall maintain such health insurance on the children. The child support calculated in Paragraph 4 includes the pro-rata contribution of both parties for health insurance, based upon current costs. Within 30 days of the date of this order, and at least annually thereafter, the party obligated to provide health insurance for the child herein shall provide proof to the other party of the actual cost of the health insurance coverage for the child.

**OR**

\_\_\_\_\_ Health insurance for the children (other than Medicaid or PeachCare for Kids) is not available to either party at a reasonable cost at this time.

**9. Health Insurance Benefits.** The party who maintains health, dental or vision insurance on the children shall provide the other party with an insurance identification card or other acceptable proof of insurance coverage and shall cooperate with the other party in submitting claims under the applicable policy.

**10. Uninsured Health Care Expenses.**

a) Plaintiff shall pay \_\_\_\_\_% and Defendant shall pay \_\_\_\_\_% of all uninsured health care expenses incurred for the child. "Uninsured health care expenses" means uninsured medical expenses including, but not limited to, health insurance copayments, deductibles, and such other costs as are reasonably necessary for orthodontia, dental treatment, asthma treatments, physical therapy, vision care, and any acute or chronic medical or health problem or mental health illness, including counseling and other medical or mental health expenses, that are not covered by insurance.



The party who incurs an uninsured health care expense for a child shall provide verification of the amount actually paid by that party to the other party within 90 days of the cost being incurred. The other party shall reimburse the party who incurred the uninsured medical expense for the child (or pay the health care provider directly) for the appropriate percentage of the expense within 30 days after receiving verification of the expense. If the party who incurred the uninsured medical expense does not provide proof of the expenditure within 90 days of incurring the expense, the obligation to contribute by the other party shall not be effective or enforceable by contempt proceedings.

b) Should either party receive a total or partial refund or other reimbursement of any uninsured health care expense of the child that has been contributed to by the other party, the party receiving the refund or other reimbursement shall notify the other party within 5 days of receiving the same. The refund or other reimbursement shall be divided between the parties in the same percentages referenced above provided each party previously contributed to the uninsured health care expense for which the refund or other reimbursement was received.

c) Should any child whose support is being determined herein be recommended for a health care procedure (specifically including, but not limited to, orthodontia) which the party with final decision making authority over health care elects to pursue on behalf of the child and should the provider of such health care accept direct payment arrangements with the child's parents or legal custodians, the parties shall each be obligated to make payment arrangements directly with such health care provider in the same percentages as set forth in Paragraph 10(a) above.

**11. Deviations.** If the Court has found any deviations to the Presumptive Amount of Child Support to be applicable in this case, the Court has so indicated on the applicable section of the Worksheet.

**12. Social Security Benefits.** If Title II Social Security benefits for the children from the account of the Noncustodial Parent are shown on the Worksheet, such benefits shall be counted as child support payments, and shall be applied to the child support to be paid by such parent. If the amount of benefits received is less than the amount of support ordered, the Noncustodial Parent shall pay the amount exceeding the Social Security benefit. If the amount of benefits received is equal to or more than the amount of support ordered, the Noncustodial Parent's responsibility is met and no further support shall be paid. Any Title II benefits received by the Custodial Parent for the children's benefit shall be retained by the Custodial Parent for the children's benefit, and shall not be used as a reason for decreasing the amount of child support or reducing arrearages.

**13. Parenting Time.** The Court has considered parenting time in making this award of child support and any deviation for parenting time that the Court has found to be applicable is set forth on the Worksheet.

**14. Continuing Garnishment for Child Support.** Whenever, in violation of the terms of the Child Support Order, there has been a failure to make child support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, child support may be collected by the process of continuing garnishment for child support.

**15. Income Deduction Order.** *[Check (a), (b) or (c).]*

\_\_\_\_\_ (a) There is good cause, or the parties have agreed, not to require an Income Deduction Order at this time. Income deduction will not serve the children's best interest. The Noncustodial Parent shall pay child support directly to the Custodial Parent. The Custodial Parent may request an Income Deduction Order if there is a delinquency equal to one month's support.

\_\_\_\_\_ (b) An Income Deduction Order for payment of child support shall be entered by the Court pursuant to OCGA §19-6-32. The Income Deduction Order shall take effect if there is 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).

\_\_\_\_\_ (c) An Income Deduction Order for payment of child support shall be entered by the Court pursuant to OCGA §19-6-32. The Income Deduction Order shall take effect immediately upon entry by the Court.

**16. Emancipation.** Child support has been determined for \_\_\_\_\_ children in this case. When the number of children for whom child support is owed decreases, the amount of support shall decrease as follows:

When there are only *three* children for whom child support is owed, the Noncustodial Parent shall pay child support of \$ \_\_\_\_\_ per month beginning on the due date of the next child support payment.

When there are only *two* children for whom child support is owed, the Noncustodial Parent shall pay child support of \$ \_\_\_\_\_ per month beginning on the due date of the next child support payment due.

When there is only *one* child for whom child support is owed, the Noncustodial Parent shall pay child support of \$ \_\_\_\_\_ per month beginning on the due date of the next child support payment due.

The foregoing is not intended to restrict either parent's right to seek a modification of child support under applicable law. Additionally, the emancipation of a child shall cause an adjustment in the sums due for contribution for child care and health insurance as set forth in this order.

**17. Additional Provisions.** *[If these Additional Provisions conflict with other provisions of this addendum, the Additional Provisions shall control.]*

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