

\_\_\_\_\_  
Full Name of Party Filing Document

\_\_\_\_\_  
Mailing Address (Street or Post Office Box)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address (if any)

IN THE DISTRICT COURT FOR THE \_\_\_\_\_ JUDICIAL DISTRICT  
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF \_\_\_\_\_

\_\_\_\_\_,  
Petitioner,  
vs.  
\_\_\_\_\_,  
Respondent.

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

DECREE OF DIVORCE

JUDGMENT IS ENTERED AS FOLLOWS:

**1. Divorce.**

The bonds of matrimony now existing between the Petitioner and the Respondent are dissolved on the grounds of irreconcilable differences, and the Petitioner is awarded an absolute decree of divorce from the Respondent.

**2. Minor Children.**

The parties are the parents of the following child/ren, who is/are under the age of 18 years, or 19 years and still pursuing a high school education:

<u>Name</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**3. Child Custody.**

**A. Legal Custody of Minor Child(ren).**

- Both parents are awarded joint legal custody of their child/ren. **or**  
 (name) \_\_\_\_\_ is awarded sole legal custody of the child/ren.

**B. Physical Custody of Minor Child(ren).**

- Both parents are awarded joint physical custody of their child/ren  
 on the terms and as described in the Parenting Plan attached as Schedule A.

**or**

- as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**or**

- (name) \_\_\_\_\_ is awarded sole physical custody of the child/ren. **and**

- (name) \_\_\_\_\_ shall have time with the child/ren

- as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Child Support.**

- No change, child support shall continue as set in Case No. \_\_\_\_\_, entered in \_\_\_\_\_ County, State of \_\_\_\_\_, on (Date) \_\_\_\_\_. (If the order was from a different case please attach a copy of that order, judgment, or decree as Schedule B, skip to section 6.) **or**

- The child support in Case No. \_\_\_\_\_, entered in \_\_\_\_\_ County, State of \_\_\_\_\_, on (Date) \_\_\_\_\_ has been consolidated into this case. The child support is modified and the Decree issued by this Court controls. All terms of the Court's prior Order(s), Judgment(s) or Decrees(s) not modified by this Decree remain in full force and effect.

**Section 5. New Child Support Amount.**

5. a.  Child support shall be paid by (full name of parent who will pay support name) \_\_\_\_\_  
\_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
per month.

**b. Effective Date and Duration.**

Child support payments shall begin (select one option):

- the month after petition is filed. **or**  
 the month after the Decree is signed.

Child support shall continue to be paid on the same day of each following month until the child/ren for whom support is being paid reach/es the age of eighteen (18). If a child for whom support is being paid continues his/her high school education after reaching the age of eighteen (18) years, child support payments shall continue until the child discontinues his/her high school education or reaches the age of nineteen (19) years, whichever is sooner. **Payment shall be made payable to the Department of Health and Welfare and sent to Idaho Child Support Receipting, P.O. Box 70008, Boise, ID 83707-0108.**

**Notice**

The court is required to order income withholding in all child support orders. Income withholding is enforced by a withholding order issued to the paying parent's employer without additional notice to the paying parent, according to Idaho Code Section 32-1204.

The support order can also be enforced by license suspension or the filing of a lien upon all real and personal property of the paying parent.

**c. Multiple Children.** (if applicable)

If this child support order has not been modified, when one child is no longer entitled to support, child support for the remaining child/ren shall continue and will be paid as described in the Continued Support Worksheet attached as Schedule B.

**d. Extended Visits.** (if applicable)

When the parent who has custody 25% of the time or less is paying child support and has physical custody of the child/ren for 14 or more overnights in a row, the amount of basic child support shall be reduced for that period of time. However, visitation of two overnights or less with the other parent shall not eliminate the reduction of basic child support during extended visits. The child support reduction for the period of the actual physical custody shall be  50% **or**  (other percentage) \_\_\_\_\_% of the basic child

support obligation. The reduction shall be subtracted from the child support payment due the month following the extended visit.

If the parent paying child support has physical custody of some but not all of the children for a period of 14 overnights in a row, before a reduction is made, the basic child support obligation shall first be divided by the number of children under eighteen (18) years of age. The parent who pays child support can only claim a reduction for the child/ren in that parent's custody.

**e. Work-Related Childcare Expenses.**

The net out-of-pocket costs for work-related child care shall be paid \_\_\_\_\_% by (your name) \_\_\_\_\_ and \_\_\_\_\_% by (other parent's name) \_\_\_\_\_. Payment shall be made directly to the child care provider by both parents according to arrangements made with the care provider if permitted by the care provider. Otherwise, non-paying parent shall reimburse the paying parent within 10 days after the paying parent provides a copy of the invoice and proof of payment.

**f. Medical, Dental, and/or Optical Insurance.**

**A. Pro Rata Share.**

Any health insurance premiums for the child/ren should be paid by the parents as follows: \_\_\_\_\_% by (your name) \_\_\_\_\_ and \_\_\_\_\_% by (other parent's name) \_\_\_\_\_.

**B. Insurance Currently Provided.**

(name) \_\_\_\_\_ shall continue to provide health insurance for the minor child/ren, so long as it is available at a reasonable cost. If this insurance becomes unavailable, the parent first able to obtain health insurance at a reasonable cost shall do so. **or**

Neither parent is providing health insurance for the child/ren. The parent first able to obtain health insurance at a reasonable cost shall do so.

The child/ren are enrolled in the Children's Health Insurance Program (CHIP) or have Medicaid coverage. The parent first able to obtain health insurance at a reasonable cost shall do so.

**C. In Addition to or Included in Monthly Child Support.** (select one)

**1.** The total child support includes an adjustment for each parent's share of health insurance premiums.

or

2. All health care premiums shall be in addition to the basic child support award and shall be promptly paid or reimbursed directly between the parents.

Notice

Where medical insurance is provided, each parent shall be ordered to provide the other with all medical insurance information necessary to obtain health care and process insurance claims for the child/ren. Insurance proceeds shall be applied first to unpaid medical bills and then to reimburse the paying parent for any prepaid medical costs. Both parents shall be ordered to sign any needed document that provides continuing health care for the child/ren.

Failure to provide medical insurance coverage may result in the direct enforcement of a medical support order by either the obligee (party or parent other than the parent ordered to carry or provide a health benefit plan for the parties' minor child/ren) or the Department of Health and Welfare. A national medical support notice will be sent to your employer, requiring your employer to enroll the child in a health benefit plan as provided by Sections 32-1214A through 32-1214J, Idaho Code, and applicable rules of the department.

**g. Out-of-Pocket Health Care Costs.**

The cost for health care expenses for the child/ren shall be paid by the parents as follows:

\_\_\_\_\_ % by (your name) \_\_\_\_\_

and \_\_\_\_\_ % by (other parent's name) \_\_\_\_\_.

Health care expenses include, but are not limited to, medical, prescription, dental, orthodontic, optical, psychiatric, psychological, special education, addiction treatment, or counseling in any form. Any health care for the child/ren that would result in an actual out-of-pocket expense of over \$500 to the parent who did not incur or consent to the expense, must be approved in advance, in writing, by both parents or by prior court order.

All out-of-pocket health care costs shall be in addition to the basic child support award and shall be promptly paid or reimbursed directly between the parents.

**h. Tax Benefits & Exemptions.**

The state and federal income tax dependency exemptions for the child/ren are assigned as follows:

(your name) \_\_\_\_\_ shall claim: (child/ren's names) \_\_\_\_\_

(other parent's name) \_\_\_\_\_ shall claim: (child/ren's names) \_\_\_\_\_

The parent not receiving the exemption(s) is awarded a pro rata share of the value of income tax benefit in proportion to his/her guidelines income which is either a credit against or in addition to the basic child support obligation.

You must not claim the exemption if it is not assigned to you. If the exemption is not assigned to you, you must sign and provide to the other parent all required Internal Revenue Service form(s), including IRS Form 8332, by January 31st of each tax year.

**6. Separate Property.**

No separate property is awarded to either party. **Or**

The separate property listed in the attached Schedule is confirmed as (your name) \_\_\_\_\_ separate property, and (spouse's name) \_\_\_\_\_ shall return to him/her any such property in his/her possession. **and/or**

The separate property listed in the attached Schedule is confirmed as (spouse's name) \_\_\_\_\_ separate property, and (your name) \_\_\_\_\_ shall return to him/her any such property in his/her possession.

**7. Community Real Property.**

No community real property is awarded to either party. **Or**

Community real property is awarded as set out in the attached Schedule.

**8. Community Personal Property.**

No community personal property is awarded to either party. **Or**

Each party is awarded the community personal property now in his or her possession.

Community personal property is awarded as set out in the attached Schedule.

Each party shall deliver to the other any of the community personal property currently in his/her possession that is awarded to the other party, and the parties shall execute and deliver any documents necessary to effectuate the property division.

**9. Community Debts.**

No community debt is assigned to either party. **Or**

Each party shall pay the debts as listed in the attached Schedule as or before they become due and each party shall hold the other party harmless for any further liability concerning these debts.

**10. Debts Incurred Since Separation.**

Each party shall assume any debt incurred by that party since (date): \_\_\_\_\_

\_\_\_\_\_, the date of the parties' separation. Each party shall pay those debts as or before they become due and hold the other party harmless for any liability concerning those debts.

**11. Name Change.**

\_\_\_\_\_ is restored to the former last name of \_\_\_\_\_.

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

\_\_\_\_\_  
Magistrate Judge

CLERK'S CERTIFICATE OF SERVICE

I certify that a copy of this Decree was served:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street or Post Office Address)

\_\_\_\_\_  
(City, State, and Zip Code)

- By United States mail
- By personal delivery
- By fax (number) \_\_\_\_\_
- By email to: \_\_\_\_\_

\_\_\_\_\_  
(If allowed)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street or Post Office Address)

\_\_\_\_\_  
(City, State, and Zip Code)

- By United States mail
- By personal delivery
- By fax (number) \_\_\_\_\_
- By email to: \_\_\_\_\_

\_\_\_\_\_  
(If allowed)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street or Post Office Address)

\_\_\_\_\_  
(City, State, and Zip Code)

- By United States mail
- By personal delivery
- By fax (number) \_\_\_\_\_
- By email to: \_\_\_\_\_

\_\_\_\_\_  
(If allowed)

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

\_\_\_\_\_  
Deputy Clerk



## **REMOVE THIS PAGE AND**

- 1. If you are using the Parenting Plan, attach it and write SCHEDULE A at the bottom.**
- 2. If child support was ordered in a different case but is not changing:**  
Attach that Child Support Order and write SCHEDULE B at the bottom.
- 3. If there are multiple children attach the Continued Support Worksheet and write SCHEDULE B at the bottom.**
- 4. Attach the Property and Debt Schedule (if you are using it)**

**Property and Debt Schedule**

**Separate Property.**

(your name) \_\_\_\_\_ Separate Property:

None. or (list separate property below)

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(spouse's name) \_\_\_\_\_ Separate Property:

None. or (list separate property below)

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**Community Real Property.**

The real property, located at \_\_\_\_\_  
in the City of \_\_\_\_\_, County of \_\_\_\_\_,  
State of Idaho, and described in the deed as follows:

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shall be sold and the net proceeds divided \_\_\_\_\_ % to (your name) \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ % to (spouse's name) \_\_\_\_\_

**or**

is awarded to: (name of party who will own the home) \_\_\_\_\_,  
subject to any liens. Spouse, (spouse's name) \_\_\_\_\_,  
is ordered to convey his/her interest in the property to the other party when (name of party who will own  
the home) \_\_\_\_\_, pays spouse \$ \_\_\_\_\_.

**or**

\_\_\_\_\_

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**Community Personal Property.**

(your name) \_\_\_\_\_ Community Personal Property:

None. or (list community personal property below)

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(spouse's name) \_\_\_\_\_ Community Personal Property:

None. or (list community personal property below)

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**Community Debts.**

Creditor Name \_\_\_\_\_ (your name) shall pay Spouse shall pay

Creditor Name	(your name) shall pay	Spouse shall pay
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$