

\_\_\_\_\_  
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 according to the attached Parenting Plan.

**or**

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

**or**

- (name) \_\_\_\_\_ is awarded sole physical custody of the child/ren. **And**  
 (name) \_\_\_\_\_ shall have time with the child/ren  
 on the terms and according to the attached Parenting Plan **or**  
 as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Child Support.**

Child support shall continue as set in Case No. \_\_\_\_\_, entered in \_\_\_\_\_ County, State of \_\_\_\_\_, on (month/day/year) \_\_\_\_\_. (If checked skip to section 5.) **or**

The child support in Case No. \_\_\_\_\_, entered in \_\_\_\_\_ County, State of \_\_\_\_\_, on (month/day/year) \_\_\_\_\_ 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. **and/or**

Child support shall be paid by (name) \_\_\_\_\_ . Child support shall be paid as follows:

**Basic Child Support Amount**

*Pick one:*

Mother shall pay \$ \_\_\_\_\_  
 Father shall pay \$ \_\_\_\_\_

**Health Insurance Premiums**

Monthly cost for children \$ \_\_\_\_\_  
Mother pays % \_\_\_\_\_  
Father pays % \_\_\_\_\_

Costs shall be: (*Pick one*)

paid directly between parents  
 added to or subtracted from basic child support +/- \$ \_\_\_\_\_

**Tax Benefits**

As detailed in paragraph (f) below  
Mother's share % \_\_\_\_\_  
Father's share % \_\_\_\_\_  
Basic child support increased or decreased by +/- \$ \_\_\_\_\_

for a total of Basic Child Support Amount with adjustments of: \$ \_\_\_\_\_  
per month.

Child support payments shall begin on the \_\_\_\_\_ day of the month after the Decree of Divorce is signed and 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.

**a. 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 by (name) \_\_\_\_\_ in the total adjusted support amount of \$ \_\_\_\_\_ per month; when two children are no longer entitled to support, child support for the remaining child/ren shall continue and will be paid by (name) \_\_\_\_\_ in the total adjusted support amount of \$ \_\_\_\_\_ per month; when three children are no longer entitled to support, child support for the remaining child/ren shall continue and will be paid by (name) \_\_\_\_\_ in the total adjusted support amount of \$ \_\_\_\_\_ per month.

**b. 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.

**c. Work-Related Childcare Expenses.**

The actual net out-of-pocket costs for work-related child care shall be paid \_\_\_\_\_% by Father and \_\_\_\_\_% by Mother. 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, if one parent pays the child care provider any portion of the other parent's share of costs, the 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.

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

- (name) \_\_\_\_\_ shall continue to provide health insurance for the minor child/ren, so long as it is reasonably available through that parent's employment. If such insurance becomes unavailable to the parent currently providing insurance, the parent first reasonably able to obtain group health insurance through employment shall do so. **or**
- The parent first reasonably able to obtain group health insurance through employment shall do so.
- The total child support amount includes the actual cost paid by either parent for health insurance premiums for the child/ren. That cost, whether being paid now or incurred in the future, shall be prorated between the parents in proportion to their guidelines income in the percentages noted above.
- The total child support amount does not include any actual cost paid by either parent for health insurance premiums for the child/ren. That cost, whether being paid now or incurred in the future, shall be prorated between the parents in proportion to their guidelines income in the percentages noted above. The payment shall be in addition to the basic child support award and 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.

**e. Health Care Costs.**

The actual cost paid by either parent for health care expenses for the child/ren not paid in full by insurance, including, but not limited to, insurance premiums, orthodontic, optical and dental, shall be prorated between the parents. Father shall pay

\_\_\_\_\_ % and Mother shall pay \_\_\_\_\_ %. Any health care for the child/ren (whether for psychiatric, psychological, special education, addiction treatment, or counseling in any form, and including regular medical or dental care), whether or not covered by insurance, 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 health care payments shall be in addition to the basic child support award and shall be promptly paid or reimbursed directly between the parents.

**f. Tax Benefits & Exemptions.**

The parent not receiving the exemption(s) shall sign the required Internal Revenue Service form(s) to release the claim to the exemption(s).

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

Mother shall claim: \_\_\_\_\_

Father shall claim: \_\_\_\_\_

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.

**5. Separate Property.**

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

The separate property listed in the attached Schedule is confirmed as the Husband's separate property, and Wife shall return to Husband any such property in Wife's possession.

The separate property listed in the attached Schedule is confirmed as the Wife's separate property, and Husband shall return to Wife any such property in Husband's possession.

**6. 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.

**7. 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.

**8. Community Debts.**

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

The Husband shall pay the debts listed in the attached Schedule as or before they become due and hold the Wife harmless for any further liability concerning these debts.

The Wife shall pay the debts listed in the attached Schedule as or before they become due and hold the Husband harmless for any further liability concerning these debts.

**9. Debts Incurred Since Separation.**

Each party shall assume any debt incurred by that party since \_\_\_\_\_, 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.

**10. 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) \_\_\_\_\_

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

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

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

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

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

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

## **REMOVE THIS PAGE AND**

Attach the Parenting Plan  
(if you are using it)

Attach the Property and Debt Schedule  
(if you are using it)

**Property and Debt Schedule**

**Separate Property**

Husband's:

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Wife's:

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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 the Wife and \_\_\_\_\_ % to the  
Husband. **or**

is awarded to the Wife, subject to any liens, and the Husband is ordered to convey his  
interest in the property to the Wife when she pays him \$\_\_\_\_\_. **or**

is awarded to the Husband, subject to any liens, and the Wife is ordered to convey her  
interest in the property to the Husband when he pays her \$\_\_\_\_\_. **or**

\_\_\_\_\_

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**Community Personal Property**

Husband's:

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Wife's:

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**Community Debts**

Creditor Name	Amount Husband shall pay	Amount Wife shall pay