

This Financial Plan is for the children of:

Mother: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
(Plaintiff) (Defendant)

Father: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
(Plaintiff) (Defendant)

- This Financial Plan is submitted to the court with agreement of both parties.  
 We were unable to agree because of the following reason(s):

Attached are the following documents:

- Affidavit of Income  
1. The affidavit shows the mother's percentage of Guideline income = \_\_\_\_\_ %  
2. The affidavit shows the father's percentage of Guideline income = \_\_\_\_\_ %  
 Standard Child Support Worksheet

The child(ren) of this marriage or relationship under 18 are:

| <u>NAME</u> | <u>Date of Birth</u> | <u>Present Address</u> |
|-------------|----------------------|------------------------|
| 1 _____     | _____                | _____                  |
| 2 _____     | _____                | _____                  |
| 3 _____     | _____                | _____                  |
| 4 _____     | _____                | _____                  |
| 5 _____     | _____                | _____                  |
| 6 _____     | _____                | _____                  |

There are \_\_\_\_\_ other children (under 18) living, in the home of the mother.  
There are \_\_\_\_\_ other children (under 18) living in the home of the father.

**A. CHILD SUPPORT.**

We agree that in accordance with the child support guidelines, that the \_\_\_\_\_ shall pay to the \_\_\_\_\_ the amount of \$ \_\_\_\_\_ per month as child support for the minor children. Such child support shall be paid in full by the \_\_\_\_\_ day of each month or it shall be considered delinquent. This amount will be due and payable each month thereafter until the child attains the age of eighteen. If a child is still under 19 years of age and is actively pursuing a High School diploma, child support shall continue to be paid until the child graduates from high school, turns 19 years of age, is otherwise emancipated, which ever comes first.

*If one of the parents spends between 1% to 35% of their time on a monthly basis with the children, then you need to decide to adopt either or both of the next two paragraphs. If you both spend at least 36% of time caring for the children, ignore the next two paragraphs.*

[ ] TEMPORARY REDUCTION: We agree that whenever the parent paying child support has the care and control of the Child(ren) for 14 or more consecutive days, then for that period of 14 or more consecutive days the amount of child support shall be reduced. The days are still considered consecutive if only Holiday or weekend visitation is taken by the other parent. The child support reduction for that period shall be 50% of the child support payment. The reduction shall be subtracted from the next month's child support payment.

[ ] PARTIAL TEMPORARY REDUCTION: We agree if the parent paying child support has some but not all of the Children for a continuous period of 14 days or more in a month, then before a reduction is done, the total monthly obligation will first be divided by the number of Children under 18 years of age in our family. The reduction for the paying parent will only apply to the child support thus allocated to the children in that parent's custody. (ie: Parent has 2 of 4 children for the month. \$300/mo. payment divided by 4 children = \$75 per child, or \$150 for 2 children. Reduction = 50% of \$150 or \$75. That \$75 will be subtracted from the next month's payment.)

### **Child Support Payments to be made at:**

Until October 1, 1998, child support payments shall be made, through the Clerk of the Court, Bannock County Courthouse. 624 E. Center, Room 104, Pocatello, Idaho 83201-6274. Payments shall be made in cash, cashier's check, money order or by personal check if acceptable to the Clerk. No personal checks will be acceptable if they are ever returned for insufficient funds or account closed. After October 1, 1998, your child support payment shall be made to:

Department of Health & Welfare  
Division of Management Services  
Child Support Receipting  
PO Box 70008  
Boise, Idaho 83707-0108

### **INCOME WITHHOLDING:**

Idaho law is very serious about the payment of child support. The law gives the person receiving child support payments the right to require an employer to withhold child support directly out of an employee's salary and make the support payment to the custodial parent. This is called a "wage withholding order." The law allows two options. The first option is to be-in wage withholding only when it is reported that one month's child support has not been paid. This option requires either an agreement between the parents or the parent paying child support to show the court that such a withholding order is not in the best interests of the child. If the Department of Health and Welfare are providing support, they too must agree that no immediate withholding is needed.

If no agreement is reached, then the second option requires an immediate wage withholding order. In this instance it is not necessary that the parent paying child support be behind in any payments before the employer is ordered to withhold child support payments. If requested either by the custodian for the child or a governmental agency, it will be immediately granted. The parent paying the child support is not notified in either of the two options before the withholding order goes into effect. The order will be immediately granted, and it is only after the order is granted that the parent paying child support will have a chance to appeal to the court. (I.C. 32-1206)

After reading and understanding the above:

We agree to require that one month of child support be over due before requesting a "wage withholding order." **-OR-**

There is no agreement and the court should issue notice of an immediate wage withholding order that can be applied for at any time.

**ATTACHMENT OF LIEN:**

If the State of Idaho is providing child support enforcement services to the minor children and the support goes unpaid for 90 days or \$2000, whichever is less, then an automatic lien attaches to the real and personal property of the parent obligated to pay child support. (I.C. 7-1206)

***B. Other Obligations:***

**Day Care:** Each of us agrees to do the majority of caretaking of our children when we have parenting time and to invite the other parent to care for the children when the care needed is more than a few hours. When outside, day care is necessary:

(1) In General

we will try to seek caretakers that are mutually acceptable.

\_\_\_\_\_

(2) Financial *(fill out the percentages for both parents even if one is zero)*

Costs of work related Day Care shall be divided as follows:

Mother \_\_\_\_\_ % and Father \_\_\_\_\_ %, with these child care costs for the past month being paid for  with the next child support payment -OR-  Other:

\_\_\_\_\_

\_\_\_\_\_

Payment by Governmental/Social Service agencies *for Day Care* shall be first applied toward the costs of day care, and the remainder of the cost(s) shall be paid by the parents as set forth in the preceding paragraph.

**Transportation:**

We will deliver our child(ren's) personal belongings at the same time we deliver our children. Especially for those under 14 we will assist them in remembering to take belongings with them, so they will have the personal belongings and school supplies they need.

LOCAL TRANSPORTATION: Defined as within \_\_\_\_\_ miles.

We agree the parent who is receiving our children will pick them up at the other parents home.

**-OR-**

We agree that the \_\_\_\_\_ shall pick up the child(ren) for visitation and that the \_\_\_\_\_ shall return the children from visitation.

**TRANSPORTATION BEYOND \_\_\_\_\_ miles:**

*(Discuss and agree who will transport if this is a possible occurrence)*

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We agree that costs of transportation shall be shared as follows:

Each parent to pay their own expenses **-OR-**

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

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**HEALTH CARE:** In addition to those provisions in the parenting agreement:

*(One of the next two paragraphs above must be agreed to by the parents)*

**A. Health Care COVERAGE:**

We agree that Health insurance can now be obtained for our children. Health insurance for our child(ren) shall be provided for by  Mother  Father.

**-OR-**

We agree that health insurance for our child(ren) is not now available through either of our employers, and that the first one of us to have health insurance offered at a reasonable cost through our employer will obtain it and pay the premiums. Either parent may enforce this provision by showing the court that insurance is available at a reasonable cost.

**B. Health Care PREMIUMS: *[select one of the following]***

The parent paying the health care premiums shall receive credit for the actual cost of obtaining the health insurance policy. *[Rule 6(c)(1)]*

**-OR-**

The parent paying the health care premiums shall receive credit for only that amount of increase in adding the children to the health insurance policy.

**-AND-**

Credit for such cost of paying the child(ren's) health care premiums shall be calculated in accordance with the Idaho Child Support Guidelines. *[The Child Support Guidelines state that these expenses shall be -prorated between the parents in the percentage equal to the parent's portion of their Child Support Guideline in come.]* Credit shall be given in the following percentages: Mother \_\_\_\_\_ % Father \_\_\_\_\_ %

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**C. ALL OTHER MEDICAL EXPENSES NOT COVERED BY HEALTH INSURANCE shall be paid:**

In accordance with the Child Support Guidelines. These percentages have been calculated and are: \_\_\_\_\_ % for Father and \_\_\_\_\_ % for Mother.

**D. Requirement for Prior Approval of expense:**

Any health care expense claimed by a parent for a child, whether or not covered by insurance, which would result in an actual out-of-pocket expense to a parent who did not incur or consent to the expense of over \$500, must be approved in advance, in writing, by both parties or by prior court order. Additionally, the court may give relief from this requirement if it is found that a parent acted in "extraordinary circumstances" without obtaining the required approval, or if a parent unreasonably requested or withheld consent. *[Req. by Rule 6-8 (c) (2)]*

**Dependency Exemption and Tax Credit:**

Select one of the two options below:

IT IS AGREED that:

"Tax Dependency exemption" and "tax credit" for the children be claimed by the parent with highest income, and a credit given to the other parent as allowed by the Idaho Child Support Guidelines.

**-OR-**

"Tax Dependency exemption" and "tax credit" for the children be shared in the following manner: \_\_\_\_\_

\_\_\_\_\_

**Both parents shall sign any waivers necessary for this agreement to be accepted by the I.R.S.**

**Waiver of Appearance**

Both parties  Plaintiff  Defendant waives his/her right to notice and appearance in the court, present evidence, or present alternative other than have been agreed to in this document, and freely and voluntarily consents to having the court accept this agreement as written and order that it become binding on both parties without their/his/her appearance before the court.

**Complete Agreement:**

The parties signing this agreement state that this written agreement contains the entire understanding of both parties and that no other written or verbal agreements have been made.

The parties agree also that the court does not need to hold a hearing and make formal findings of fact and conclusions of law and that the provisions of this agreement may be merged into a decree of the court.

**Voluntary Execution:**

The parties acknowledge that they enter into this agreement freely, voluntarily and without any duress or undue force, pressure or influence, and intending to be legally bound by the agreement.

**IN WITNESS WHEREOF** the parties have set their agreement to this plan for financially supporting their children as indicated by their signatures below:

STATE OF IDAHO )  
 ) :SS  
COUNTY OF BANNOCK )

\_\_\_\_\_ (*Print Name*), being first duly sworn on oath, deposes and states: that he/she is the named parent in this matter; that such parent has read the above and foregoing agreement, knows the contents thereof, and agrees that the provisions of this agreement shall be binding upon him/her.

\_\_\_\_\_  
(Parent)

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) :SS  
COUNTY OF BANNOCK )

\_\_\_\_\_ (*Print Name*), being first duly sworn on oath, deposes and states: that he/she is the named parent in this matter; that such parent has read the above and foregoing agreement, knows the contents thereof, and agrees that the provisions of this agreement shall be binding upon him/her.

\_\_\_\_\_  
(Parent)

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_