



CLE Materials
Call to Duty Day of Service
Lakewood, WA
September 17, 2016

Washington State Bar Association
Call to Duty
Readying our Corps to Serve Washington Veterans



WSBA Call to Duty Initiative: Day of Service – Lakewood
September 17, 2016 – Agenda

Family Law for Veterans: Surviving the Dissolution of Your Family
4 CLE Credits (Law and legal procedure)

8:00 a.m. Check-in Opens

8:30 a.m. Welcome, Introductions, and Overview

This section lays the foundation for the training and the legal clinic. Attorneys will be divided into two tracks: an introduction to family law and expert advice for the experienced family law practitioner.

Speakers:

Laurie Davenport, Program Director

Tacoma-Pierce County Bar Association Volunteer Lawyer Program

Ana Selvidge, Public Service Programs Manager

Washington State Bar Association

TRACK 1 INTRO TO FAMILY LAW PANEL (3 CLE Credits)

8:45 a.m. Parenting Plans &/or Residential Schedules

Overview of Parenting Plans and considerations for military families.
Step-by-Step explanation of the new pattern forms.

10:15 a.m. Child Support

Overview of Child Support Orders and Worksheets.
Hypothetical Situations.

11:15 a.m. Discussion: Q & A

Wrapping up the Appointment – To do list, referrals and GR 3.

Speakers: Attorneys Cheryl Van Ackeren and Sarah Yohay Eaquinto

TRACK 2 EXPERT PANEL FOR THE EXPERIENCED FAMILY LAW PRACTITIONER (3 CLE Credits)

8:45 a.m. Protecting Disability Income & Military Qualifying Orders (QDROs)

Distinguish between VA retirement, VA disability, CRSC, and CRDP.
Monies that can and cannot be excluded from support/spousal maintenance.
Award retirement benefits in an order that DFAS will accept.

10:15 a.m. How to effectively use a Guardian Ad Litem in Military Parenting Plans

How to draft and present a parenting plan to a Court Ordered GAL.

11:15 a.m. Discussion: Q & A

Wrapping up the Appointment – To do list, referrals and fee waiver.

Speakers: Attorneys Larry Couture, Bruce Baxter, Jim Cathcart, and Sandra Johnston

11:40 a.m. BREAK

LUNCH WITH ALL ATTORNEYS from Track 1 and 2

(1 CLE Credit)

12:00 p.m. Preparing to Assist & Team Building:

Fee Waivers – how to assist your Veteran in waiving his/her filing fees.
Jurisdiction – Ensuring that your Veteran can file in Washington.
Volunteer Legal Assistance Programs – where you can help going forward.

Speakers: Attorneys Cheryl Van Ackeren and Sarah Yohay Eaquinto

LUNCH WITH VETERANS/SERVICE MEMBERS

12:00 p.m. Introduction to the Filing Process with New Pattern Forms:

Overview of filing process & service requirements.
Fee Waivers – how to waive your filing fees.
Jurisdiction – Can you file in Washington.
Free & Low-Cost Legal Assistance Programs – where to find help going forward.

Speakers: Attorneys Larry Couture, Bruce Baxter, Jim Cathcart, and Sandra Johnston

AFTERNOON FAMILY LAW CLINIC

1:00 pm Attorney Teams assist individual Veterans and Service Members

3:00 pm Volunteer Reception

Co-Chair Bios

SANDRA E. JOHNSTON received her undergraduate degree in political science from Indiana University in 1986, an Executive International Business certificate from Georgetown University in 1993, studied law at the National University of Singapore in 1995, and obtained her law degree from Seattle University School of Law in 1997. Ms. Johnston is a general sole practitioner focusing on family law disputes, criminal defense, and personal injury cases.

Prior to the practice of law, Ms. Johnston worked for defense intelligence, first as a Russian linguist for the US Army in Berlin, Germany (1978 – 1982) and later as a civilian Russian submarine analyst for Naval Intelligence in Washington, D.C. (1987-1990). In 1990, Ms. Johnston joined the Center for Strategic and International Studies (CSIS), organizing the United Nation’s Secretary General Boutros Boutros-Ghali’s first speech on Capitol Hill. The following year, Ms. Johnston served as a privatization manager in Chisinau, Moldova, where she was part of a team sent to help the former Soviet satellite privatize its state operated industries.

Ms. Johnston served on numerous committees for the Washington State Association for Justice from 1997 to 2009. She served for over a decade as the Chair of the Judicial Evaluation Committee of the Pierce County Minority Bar Association, holding a number of offices including Vice President. Each year Ms. Johnston provides over a hundred hours of pro bono or reduced fee legal services. She has served Pierce County as a member of the Voter Protection Team and is an activist who is committed to serving her clients and upholding justice in and for her community.

CHERYL VAN ACKEREN is the owner of Van Ackeren, PS, and an Army Veteran who served in the Signal Corps for four years before separation as a wounded warrior. Her time in service includes a 15-month tour in Iraq supporting Operation Enduring Freedom. As a disabled veteran, Mrs. Van Ackeren navigated the intricacy of receiving the MGI Bill for her education, as well as negotiate with the Veteran’s Administration to secure an appropriate service rating and medical care. Mrs. Van Ackeren received a Bachelor of Arts degree in Psychology and a Juris Doctorate from Seattle U.

Mrs. Van Ackeren’s prior work experience includes working for the Seattle VA Hospital and the Northwest Justice Project – Veteran Division assisting low income veterans with family law matters. Mrs. Van Ackeren’s practice includes representing service members before Board of Corrections, actions under the UCMJ, and Administrative Law issues. Her law practice focuses on not only on military law, but also family law involving members of the military or veterans. Mrs.

Van Ackeren has worked with the Call to Duty Clinics for over two years and volunteers her time to family law and will/probate clinics. Mrs. Van Ackeren is a dedicated and fierce advocate for military families.

Speaker Bios

BRUCE F. BAXTER is a family law attorney who works at present with We the People, P.S. in Lakewood, Washington, near Joint Base Lewis-Mc Chord. His practice concentrates on assisting military members and retirees, and their family members, in family law matters. Mr. Baxter was commissioned as an Armor Officer in the U.S. Army after graduating from Texas A&M University in 1969, and served for almost four years on active duty in Germany. After leaving active duty, he went to law school at the University of Texas in Austin, Texas, graduating in 1976. He served in the Army Reserve and Army National Guard as a “weekend warrior” until retiring as a Lieutenant Colonel in 1996. Mr. Baxter speaks and writes often on military family law issues at Tacoma-Pierce County and Washington State Bar Association presentations, and has drafted and filed orders dividing military retired pay benefits in hundreds of cases. He frequently assists other attorneys around the state in military family law cases.

JIM CATHCART was commissioned in the United State Marine Corps after graduating from Oregon State University in 1966. He deployed to the Republic of Vietnam in July 1967. After returning from Vietnam he was assigned as the air targets officer for 2d Marine Aircraft Wing at MCAS Cherry Point NC. From 1970-73 he attended the University of Washington Law School, graduating Order of the Coif, and then returned to duty in the Corps as a judge advocate. He spent the next 20 years in primarily legal duties including Staff Judge Advocate for 7th Marine Amphibious Brigade and Marine Corps Air-Ground Training Center, 29 Palms CA, 1st Marine Division at MCB Camp Pendleton CA, and for Marine Corps Base, Camp Lejeune NC. He was the Chief of Staff for Camp Lejeune during the initial Iraqi unpleasantness in 1991-92 and retired in 1993 as the Chief Defense Counsel for the Marine Corps after 27 years of active duty.

Upon retirement Jim accepted a position with Morton McGoldrick P.S where he practiced primarily family law until again retiring in 2008. Jim is a former member of the Family Law Executive Committee and presents frequently in military law issues for CLE events. Jim works as a guardian *ad litem* in Pierce County and serves as an arbitrator and mediator as well. Jim and his wife Barbara have been married for 47 years and have two daughters. Kerry is a senior executive at Google, and Beth just retired as a Marine lieutenant colonel.

LARRY COUTURE is a stockholder in the firm of L.J. COUTURE P.S., a General Litigation firm in Tacoma, Washington. A 1971 graduate of the University of Oregon School of Law he worked for the Pierce County Prosecuting Attorney's Office until the end of 1972 and has been in private practice since that time. His practice emphasizes Family Law matters. He has served as President of the Family Law Section of the Tacoma-Pierce County Bar Association, a Member of the Board of Trustees of the TPCBA, a member of the Ad Hoc Committee of the Pierce County Superior Court Mediation Days program and currently sits as a member of the Washington State Bar Associations Family Law Executive Committee.

Prior to finishing undergraduate and Law School Larry served with the 56th Artillery Battalion from 1962 until 1965, mostly assigned to Ft Bliss, Texas. He is currently serving as a consultant to the Military Operation Standby program and has done so for more than 15 years. Larry has served on various Washington State Bar Committees, including Rules and Procedures, Discipline, Professionalism and the Fee Arbitration and Mediation Panels. He has also served on numerous TPCBA Committees over the years and has been a speaker at numerous Seminars and Groups.

SARAH YOHAY EAQUINTO is the Staff Attorney and Volunteer Attorney Support Coordinator at the Tacoma-Pierce County Bar Association Volunteer Legal Services Program (VLS), specializing in family and landlord-tenant law. Ms. Equinto provides free legal assistance to those underserved and unrepresented members of Pierce County, and assists in the recruitment and retention of VLS's invaluable volunteer attorneys.

After graduating from Claremont McKenna with a dual degree in Economics and Legal Studies, Ms. Equinto enlisted in the Army Reserve as a Nutrition Care Specialist, and deferred the start of law school to accommodate her Army training. For her 2L summer internship, Ms. Equinto was selected to work with the Trial Defense Services Office at Fort Bragg in North Carolina, where her husband was stationed for Special Forces training. Ms. Equinto graduated from Golden Gate University School of Law with honors, and received specialization certificates with distinction in criminal law and litigation. Currently, Ms. Equinto is an active participant in the Access to Justice Board State Plan Consensus Group, and a member of the TPCBA VLS Committee, Coordinated Family Law Project, TPCBA Family Law and New & Young Lawyers Sections, and most recently, the Honorable Robert J. Bryan Inn of Court.

Parenting Plan Basics

Presented by Sarah Yohay Eaquinto, TPCBA Volunteer Legal Services Program

Call to Duty Day of Service

Saturday, September 17, 2016

9:00 am – 10:30 am

Washington State Bar Association
Call to Duty
Readying our Corps to Serve Washington Veterans



The Approach

- Highly emotionally-charged situation
- Best interests of the children
- Stay on track
- Working with interpreters

Clinic Expectations

- 2-hour appointment
- Help client complete parenting plan and child support worksheet
- Provide clients with achievable next steps on filing
- Highlight resources available after Day of Service
- Advice, not expertise
- Discussion today will cover 95% of clinic questions

Governing Law

- Title 26 – Domestic Relations
- RCW 26.09 – Dissolution proceedings – Legal separation
 - Divorce, Legal Separation, Invalidity, Modification of a Parenting Plan, Relocation
- RCW 26.26 – Uniform parentage act
 - Parentage, Establishing a Parenting Plan/Child Support
- RCW 26.10 – Nonparental Actions for Child Custody
 - Non-parental custody / 3rd Party custody actions
- 26.27 – Uniform Child Custody Jurisdiction and Enforcement Act
 - UCCJEA Jurisdiction governing children

Procedural Laws

- **Title 4 RCW – Civil Procedure (RCW)**
 - RCW 42.12 – Venue – Jurisdiction
 - RCW 4.28 – Commencement of actions
 - <http://app.leg.wa.gov/RCW/>
- **Superior Court Civil Rules (CR)**
 - CR 4 - Process
 - www.courts.wa.gov/court_rules - State Court Rules > Rules for Superior Court > CRs
- **Pierce County Superior Court Local Rules (PCLR)**
 - Special Proceedings Rules (PCLSPR) – pg. 37
 - www.co.pierce.wa.us/superiorcourt
- **Rules of General Application (GR)**
 - GR 34 – Waiver of Court and Clerk’s Fees and Charges in Civil Matters on the Basis of Indigency
 - www.courts.wa.gov/court_rules - State Court Rules > Rules of General Application

Parenting Plan Logistics

- Paternity – Must provide proof
 - Court order – Final Parentage Order
 - Paternity Acknowledgement
- Child Support
 - Court order
 - Administrative order – Department of Child Support (DCS)

Paternity

- Paternity Acknowledgment
 - Carbon-copy form signed at the hospital
 - Filed with the Department of Health, Center for Health Statistics
 - Parent's names will be on the birth certificate
- Court Order – Final Order of Parentage
 - Individual can file
 - Prosecutor's office can initiate the action in order to assist with child support enforcement
- Must file proof of established paternity
 - FL Parentage 329 Cover Sheet – Birth certificate, paternity acknowledgement, Denial of Paternity

What is a Parenting Plan?

RCW 26.09.184, RCW 26.09.002

- Family law has mandatory forms published on Administrative Office of the Courts (AOC) website.
 - www.courts.wa.gov/forms
- A parenting plan determines the legal rights of each parent with regard to the care of their children by establishing:
 - Residential Schedule
 - Decision-making Authority
- Parenting Plan v. Residential Schedule (no decision-making)

Parenting Plan Goals

RCW 26.09.191

- Minimize child's exposure to harmful parental conduct
- Physical care of child
- Emotional stability of child
- Provide for child's needs in future while minimizing need for modifications
- Minimize child's exposure to parental conflict
Encourage agreements
- Provide remedy for disputes about the parenting plan itself as well as parenting issues

Parenting Plan Language

- Best to be as specific as possible, avoid phrases like "to be determined" or "upon the agreement of the parties"
- Example: Respondent shall have supervised visitation with the child at a professional supervision agency once a week, on Saturdays, from the hours of 10:00 am-2:00 pm.
- Example language provided in handout

Elements of a Parenting Plan

- Parenting plans are in effect until the child turns 18 or until the order is modified (RCW 26.09.260).
- Four major components:
 - Limiting factors (Sections 3 & 4)
 - Decision-Making Authority (Sections 5 & 7)
 - Alternative Dispute Resolution (Section 6)
 - Residential Schedule (Sections 8-11)

Elements of a Parenting Plan

- Section 1 – Proposal vs. Court Order
- Section 2 – Identify children
- Sections 3 & 4 – Limitations on a Parent
- Section 5 – Decision-making
- Section 6 – Dispute Resolution
- Sections 8-11 – Parenting Time Schedule
- Section 12 – Transportation
- Section 13 – Relocation
- Section 14 – Other
- Sections 15-16 – Signatures

1. Proposed v. Court Order

- 1.** This parenting plan is a (*check one*):
- Proposal** (request) by a parent (*name/s*): _____
It is not a signed court order. (PPP)
 - Court order** signed by a judge or commissioner. This is a (*check one*):
 - Temporary order. (PPT)
 - Final order. (PP)
 - This final parenting plan changes the last final parenting plan.
- Clients submit at least two (2) parenting plans:
 - Proposed – with initial petition or soon after
 - Final order – signed by judge at end of case
 - (Optional) Temporary order – Put in place while case proceeds to trial

2. Children

- 2. Children** – This parenting plan is for the following children:

Child's name	Age	Child's name	Age
1.		4.	
2.		5.	
3.		6.	

- Only include children dependent on BOTH parties

3.a. Reasons for Limiting - RCW 26.09.191

3. Reasons for putting limitations on a parent (under RCW 26.09.191)

a. Abandonment, neglect, child abuse, domestic violence, assault, or sex offense.

*(If a parent has any of these problems, the court **must** limit that parent's contact with the children and right to make decisions for the children.)*

- Neither parent has any of these problems. (*Skip to 3.b.*)
- A parent has one or more of these problems as follows (*check all that apply*):
 - Abandonment** – (*Parent's name*): _____ intentionally abandoned a child listed in 2 for an extended time.
 - Neglect** – (*Parent's name*): _____ substantially refused to perform his/her parenting duties for a child listed in 2.
 - Child Abuse** – (*Parent's name*): _____ (or someone living in that parent's home) abused or threatened to abuse a child. The abuse was (*check all that apply*): physical sexual repeated emotional abuse.

3.a. Reasons for Limiting - RCW 26.09.191

a. Abandonment, neglect, child abuse, domestic violence, assault, or sex offense.

*(If a parent has any of these problems, the court **must** limit that parent's contact with the children and right to make decisions for the children.)*

- Domestic Violence** – (*Parent's name*): _____ (or someone living in that parent's home) has a history of domestic violence as defined in RCW 26.50.010(1).
- Assault** – (*Parent's name*): _____ (or someone living in that parent's home) has assaulted or sexually assaulted someone causing grievous physical harm or fear of such harm.
- Sex Offense** –
 - (*Parent's name*): _____ has been convicted of a sex offense as an adult.
 - Someone living in (*parent's name*): _____'s home has been convicted as an adult or adjudicated as a juvenile of a sex offense.

Domestic Violence – RCW 26.50.010(1): Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members; sexual assault; stalking.

3.b. Reasons for Limiting - RCW 26.09.191

b. Other problems that may harm the children's best interests. *(If a parent has any of these problems, the court may limit that parent's contact with the children and right to make decisions for the children.)*

- Neither parent has any of these problems. *(Skip to 4.)*
- A parent has one or more of these problems as follows *(check all that apply)*:
 - Neglect** – *(Parent's name):* _____ neglected his/her parental duties towards a child listed in 2.
 - Emotional or physical problem** – *(Parent's name):* _____ has a long-term emotional or physical problem that gets in the way of his/her ability to parent.
 - Substance Abuse** – *(Parent's name):* _____ has a long-term problem with drugs, alcohol, or other substances that gets in the way of his/her ability to parent.

3.b. Reasons for Limiting - RCW 26.09.191

b. Other problems that may harm the children's best interests. *(If a parent has any of these problems, the court may limit that parent's contact with the children and right to make decisions for the children.)*

- Lack of emotional ties** – *(Parent's name):* _____ has few or no emotional ties with a child listed in 2.
- Abusive use of conflict** – *(Parent's name):* _____ uses conflict in a way that endangers or damages the psychological development of a child listed in 2.
- Withholding the child** – *(Parent's name):* _____ has kept the other parent away from a child listed in 2 for a long time, without a good reason.
- Other** *(specify):* _____

Definition of Parenting Functions

RCW 26.09.004(2)

- (a) Maintaining a loving, stable, consistent, and nurturing relationship with the child;
- (b) Attending to the daily needs of the child, such as feeding, clothing, physical care and grooming, supervision, health care, and day care, and engaging in other activities which are appropriate to the developmental level of the child and that are within the social and economic circumstances of the particular family;
- (c) Attending to adequate education for the child, including remedial or other education essential to the best interests of the child;
- (d) Assisting the child in developing and maintaining appropriate interpersonal relationships;
- (e) Exercising appropriate judgment regarding the child's welfare, consistent with the child's developmental level and the family's social and economic circumstances; and
- (f) Providing for the financial support of the child.

4. Limitations on a Parent

4. Limitations on a parent

- Does not apply. There are no reasons for limitations checked in 3. a. or 3. b. above. (Skip to 5.)
- No limitations despite reasons (explain why there are no limitations on a parent even though there are reasons for limitations checked in 3a. or 3. b. above): _____

- The following limits or conditions apply to (parent's name): _____
(check all that apply):
 - No contact with the children.
 - Limited contact as shown in the Parenting Time Schedule (sections 8 – 11) below.
 - Limited contact as follows (specify schedule, list all contact here *instead of in a Parenting Time Schedule, skip sections 8 – 11*): _____

4. Limitations on a parent

- Residential schedule needs to be consistent with limitations
- Limited contact – typically no overnight visitation, or infrequent visitation
- Typically if there limitations, supervised contact is recommended

5.a. Decision-making

5. Decision-making

When the children are with you, you are responsible for them. You can make day-to-day decisions for the children when they are with you, including decisions about safety and emergency health care. Major decisions must be made as follows.

a. Who can make major decisions about the children?

Type of Major Decision	Joint <i>(parents make these decisions together)</i>	Limited <i>(only the parent named below has authority to make these decisions)</i>
School / Educational	<input type="checkbox"/>	<input type="checkbox"/> (Name):
Health care (not emergency)	<input type="checkbox"/>	<input type="checkbox"/> (Name):
Other:	<input type="checkbox"/>	<input type="checkbox"/> (Name):
Other:	<input type="checkbox"/>	<input type="checkbox"/> (Name):
Other:	<input type="checkbox"/>	<input type="checkbox"/> (Name):

5. Decision-making

- Defines who can make major decisions about the children
- Standard:
 - School/Educational
 - Health care (not emergency)
- Custom:
 - Religious upbringing
 - Driver's license before 18
 - Tattoos or piercing
 - Obtain passport for children under 16 (requires specific language)

5.b. Limits on Decision-making

b. Reasons for limits on major decision-making, if any:

- There are no reasons to limit major decision-making.
- Major decision-making **must** be limited because one of the parents has problems as described in 3.a. above.
- Major decision-making **should** be limited because (*check all that apply*):
 - Both parents are against shared decision-making.
 - One of the parents does not want to share decision-making and this is reasonable because of:
 - problems as described in 3.b. above.
 - the history of each parent's participation in decision-making.
 - the parents' ability and desire to cooperate with each other in decision-making.
 - the distance between the parents' homes makes it hard to make timely decisions together.

6.a. Dispute Resolution

6. **Dispute Resolution** – If you and the other parent disagree...
- From time to time, the parents may have disagreements about shared decisions or about what parts of this parenting plan mean.
- a. To solve disagreements about this parenting plan, the parents will go to (*check one*):
- Dispute resolution provider below (before they may go to court):
 - Mediation (typically only if no DV)
 - Arbitration
 - Counseling
 - Court (without having to go to mediation)
 - Still an option if there is an emergency even if dispute resolution is required

6.a. Dispute Resolution

- If parents disagree about shared decisions or interpretation of the parenting plan
- Court emphasis on requiring parties to attend mediation first; reduces conflict
- Can be expensive, time-intensive, and slows down the process if required
- Parties can always seek mediation before returning to court even if not required

6.b. Dispute Resolution

Notification & Costs

- b. If mediation, arbitration, or counseling is required, one parent must notify the other parent by (*check one*): certified mail other (*specify*): _____

The parents will pay for the mediation, arbitration, or counseling services as follows (*check one*):

- (*Name*): _____ will pay _____%,
(*Name*): _____ will pay _____%.
- based on each parents' Proportional Share of Income (percentage) from line 6 of the *Child Support Worksheet*.
- as decided through the dispute resolution process.

7. Custodian

7. Custodian

The custodian is (*name*): _____ solely for the purpose of all state and federal statutes which require a designation or determination of custody. Even though one parent is called the custodian, this does not change the parenting rights and responsibilities described in this plan.

(Washington law generally refers to parenting time and decision-making, rather than custody. However, some state and federal laws require that one person be named the custodian. The custodian is the person with whom the children are scheduled to spend more of their time.)

8-11 – Parenting Time Schedule

- Skip if the schedule has already been included in Section 4. – Limitations on a parent
 - No overnight or supervised visitation
- School age v. under school-age – can have different schedules
- Highly customizable: school, summer, holidays

8.-11. Residential Schedule

➤ **Parenting Time Schedule** (*Residential Provisions*)

Check one:

- Skip** the parenting time schedule in sections **8 - 11** if one parent has no contact with the children other than what is described in section **4** – Limitations.
The children live with (name): _____ except as described in section **4**.
- Complete** the parenting time schedule in sections **8 - 11**.

Determining Plan if No Restrictions

RCW 26.09.187(3)

(a) The court shall make residential provisions for each child which encourage each parent to maintain a loving, stable, and nurturing relationship with the child, consistent with the child's developmental level and the family's social and economic circumstances. The child's residential schedule shall be consistent with RCW 26.09.191. Where the limitations of RCW 26.09.191 are not dispositive of the child's residential schedule, the court shall consider the following factors:

Determining Plan if No Restrictions

RCW 26.09.187(3)

- (i) The relative strength, nature, and stability of the child's relationship with each parent;
- (ii) The agreements of the parties, provided they were entered into knowingly and voluntarily
- (iii) Each parent's past and potential for future performance of parenting functions as defined in *RCW 26.09.004(3), including whether a parent has taken greater responsibility for performing parenting functions relating to the daily needs of the child
- (iv) The emotional needs and developmental level of the child
- (v) The child's relationship with siblings and with other significant adults, as well as the child's involvement with his or her physical surroundings, school, or other significant activities
- (vi) The wishes of the parents and the wishes of a child who is sufficiently mature to express reasoned and independent preferences as to his or her residential schedule; and
- (vii) Each parent's employment schedule, and shall make accommodations consistent with those schedules. Factor (i) shall be given the greatest weight.

8. School Schedule

8. School Schedule

a. Children under School-Age

- Does not apply. All children are school-age.
- The schedule for children under school-age is the same as for school-age children.
- Children under school-age are scheduled to live with (name): _____, except when they are scheduled to live with (name): _____ on (check all that apply):
 - WEEKENDS: every week every other week other (specify): _____
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
 - WEEKDAYS: every week every other week other (specify): _____
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
 - OTHER (specify): _____

 - Other (specify): _____

8. School Schedule

b. School-Age Children

- This schedule will apply when (check one): the youngest child the oldest child
- each child begins:
(check one): Kindergarten 1st grade Other: _____
- The children are scheduled to live with (name): _____, except when they are scheduled to live with (name): _____ on (check all that apply):
- WEEKENDS: every week every other week other (specify): _____
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
 - WEEKDAYS: every week every other week other (specify): _____
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
 - OTHER (specify): _____

 - Other (specify): _____

9. Summer Schedule

9. Summer Schedule

Summer begins and ends according to the school calendar. as follows: _____

The Summer Schedule is the **same** as the School Schedule. *(Skip to 10.)*

The Summer Schedule is the **same** as the School Schedule **except** that each parent shall spend _____ weeks of uninterrupted vacation time with the children each summer. The parents shall confirm their vacation schedules in writing by the end of *(date)* _____ each year. *(Skip to 10.)*

• Tips:

- Who is available to care for child?
- Consider camps, daycare, etc.
- What transitions work for the child?

9. Summer Schedule

The Summer Schedule is **different** than the School Schedule. The Summer Schedule will begin the summer before:

(check one): the youngest child the oldest child each child

begins *(check one):* Kindergarten 1st grade Other: _____

During the summer the children are scheduled to live with *(name):* _____,

except when they are scheduled to live with *(name):* _____ on

(check all that apply):

WEEKENDS: every week every other week other *(specify):* _____

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

WEEKDAYS: every week every other week other *(specify):* _____

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

OTHER *(specify):* _____

10. Holidays

10. Holiday Schedule (includes school breaks)

- The Holiday Schedule is the **same** as the School and Summer Schedules above for all holidays and school breaks. *(Skip to 11.)*
- This is the Holiday Schedule for all children school-age children only:
(Put one parent's name in each column and fill out when the children will be with that parent for holidays and school breaks.)
 - This section includes school breaks
 - Spring Break, Mid-Winter Break (timing depends on school)
 - Sometimes shortened if snow days
 - Trade off (even/odd years)
 - Share (split in some fashion)
 - Define the break (M-F? Including weekends on either side?)

10. Holidays

Holiday	Children with (name):	Children with (name):
Martin Luther King Jr. Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan: _____	
Presidents' Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan: _____	
Mid-winter Break	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Each parent has the children for the half of break attached to his/her weekend. The children must be exchanged on Wednesday at (time): _____. <input type="checkbox"/> Other plan: _____	

10. Holidays

- Consider the family's needs
- What holidays should be listed?
 - Cultural
 - Religious
 - Valentine's Day, etc.
 - Monday holidays
- Deviate from the form if necessary
- More detail is better than less

11. Conflicts in Scheduling

11. Conflicts in Scheduling

The Holiday Schedule must be observed over all other schedules. If there are conflicts within the Holiday Schedule (*check all that apply*):

- Named holidays shall be followed before school breaks.
- Children's birthdays shall be followed before named holidays and school breaks.
- Other (*specify*): _____

12. Transportation Arrangement

12. Transportation Arrangements

The children will be exchanged for parenting time (picked up and dropped off) at:

- each parent's home
- school or day care when in session
- other location (*specify*): _____

Who is responsible for arranging transportation?

- The **picking up** parent – The parent who is about to **start** parenting time with the children must arrange to have the children picked up.
- The **dropping off** parent – The parent whose parenting time is **ending** must arrange to have the children dropped off.

Other details (if any): _____

- Can include requirements / limitations here:
 - Transporting parent must have valid driver license, proof of insurance, and appropriate safety restraint
 - Mother's boyfriend may not transport the child

13. Relocation

- Mandatory language in every plan
- Applies only when there is a court order providing residential time to the non-relocating party.
- Requires primary residential parent to notify the other parent of any relocation.
- Non-relocating party may object.
- Grounds for petition for modification of parenting plan. RCW 26.09.260(6).
- Can you write around the Act?
- Military parents and frequent relocations: should your client be proposing special provisions?

13. Relocation

13. Moving with the Children (Relocation)

If the custodian plans to move, s/he **must notify** every person who has court-ordered time with the children.

Move to a different school district

If the move is to a different school district, the custodian must complete the form *Notice of Intent to Move with Children* (FL Relocate 701) and deliver it at least **60 days** before the intended move.

Exceptions:

- If the custodian could not reasonably have known enough information to complete the form in time to give 60 days' notice, the custodian must give notice within **5 days** after learning the information.

13. Relocation

Move within the same school district

If the move is within the *same* school district, the custodian still has to let the other parent know. However, the notice does not have to be served personally or by mail with a return receipt. Notice to the other party can be made in any reasonable way. No specific form is required.

- If the relocation is outside of a child's school district the other party can object to the relocation and ask that the court restrain the relocation.
- If client is primary residential parent, need to ensure there is language in the event client gets orders to relocate to a new base.

14. Other

14. Other

- Section where details which don't fit elsewhere can be included in the Parenting Plan
 - Details of phone/text/email contact with kids
 - Parents notify one another of school activities
 - Parent communication limitations (e.g. email/text only for high conflict parents)
 - Allergies or dietary requirements or needs
- Limits on visitation
 - Drug and alcohol testing, rehab, or other requirements
 - No negative talk about other parent
 - No swearing in front of children
- "Rules" which, if broken, would be difficult to prove

14. Other

- Section where details which don't fit elsewhere can be included in the Parenting Plan
 - Details of phone/text/email contact with kids
 - Parents notify one another of school activities
 - Parent communication limitations (e.g. email/text only for high conflict parents)
 - Allergies or dietary requirements or needs
- Limits on visitation
 - Drug and alcohol testing, rehab, or other requirements
 - No negative talk about other parent
 - No swearing in front of children

15. & 16. Signatures

15. Proposal

- Does not apply. This is a court order.
- This is a **proposed** (requested) parenting plan. (*The parent/s requesting this plan must read and sign below.*)

I declare under penalty of perjury under the laws of the state of Washington that this plan was proposed in good faith and that the information in section **3** above is true.

Parent requesting plan signs here Signed at (city and state)

Other parent requesting plan (if agreed) signs here Signed at (city and state)

16. Court Order

- Does not apply. This is a proposal.
- This is a court order (if signed by a judge or commissioner below).

Practice Tips

- Some families use parenting plan as “fallback”
- Other families need absolute specificity and detail, exact times/locations for transfers
- Clients will look to you for instruction
 - Goal is to inform and educate; provide options with pros and cons
 - Empower the client to make the decision
 - Be creative, solution-focused

Special Considerations for Military Parents

RCW 26.09.010(7)

(7) In order to provide a means by which to facilitate a fair, efficient, and swift process to resolve matters regarding custody and visitation when a parent serving in the armed forces receives temporary duty, deployment, activation, or mobilization orders from the military, the court shall, upon motion of such a parent:

(a) For good cause shown, hold an **expedited hearing** in custody and visitation matters instituted under this chapter when the military duties of the parent have a material effect on the parent's ability, or anticipated ability, to appear in person at a regularly scheduled hearing; and

(b) Upon reasonable advance notice to the affected parties and for good cause shown, allow the parent to **present testimony and evidence by electronic means** in custody and visitation matters instituted under this chapter when the military duties of the parent have a material effect on the parent's ability to appear in person at a regularly scheduled hearing. The phrase "electronic means" includes communication by telephone, video teleconference, or the internet.

Modification of Parenting Plans

RCW 26.09.260

- “The effect of a parent's military duties potentially impacting parenting functions shall not, by itself, be a substantial change of circumstances justifying a permanent modification of a prior decree or plan.” RCW 26.09.260(1).
- “For the purposes of determining whether the parent has failed to exercise residential time for one year or longer, the court may not count any time periods during which the parent did not exercise residential time due to the effect of the parent's military duties potentially impacting parenting functions.” RCW 26.09.260(8)(b).

Nonparental Custody

RCW 26.09.260(11)

If the parent with whom the child resides a majority of the time receives temporary duty, deployment, activation, or mobilization orders from the military that involve moving a substantial distance away from the parent's residence or otherwise would have a material effect on the parent's ability to exercise parenting functions and primary placement responsibilities, then:

- (a) Any **temporary custody order** for the child during the parent's absence **shall end no later than ten days** after the returning parent provides notice to the temporary custodian, but shall not impair the discretion of the court to conduct an expedited or emergency hearing for resolution of the child's residential placement upon return of the parent and within ten days of the filing of a motion alleging an immediate danger of irreparable harm to the child. If a motion alleging immediate danger has not been filed, the motion for an order restoring the previous residential schedule shall be granted; and
- (b) The **temporary duty, activation, mobilization, or deployment** and the temporary disruption to the child's schedule **shall not be a factor** in a determination of change of circumstances if a motion is filed to **transfer residential placement** from the parent who is a **military service member**.

Delegation

RCW 26.09.260(12)

- If a **parent receives** military temporary duty, deployment, activation, or mobilization orders that involve **moving a substantial distance** away from the military parent's residence or otherwise have a material effect on the military parent's ability to exercise residential time or visitation rights, **at the request of the military parent, the court may delegate the military parent's residential time or visitation rights**, or a portion thereof, to a child's family member, including a stepparent, or another person other than a parent, with a **close and substantial relationship** to the minor child for the duration of the military parent's absence, if delegating residential time or visitation rights is in **the child's best interest**.
- The court **may not** permit the delegation of residential time or visitation rights to a person who would be subject to limitations on residential time under RCW 26.09.191.
- The parties shall attempt to resolve disputes regarding delegation of residential time or visitation rights through the **dispute resolution process** specified in their parenting plan, unless excused by the court for good cause shown. Such a court-ordered temporary delegation of a military parent's residential time or visitation rights **does not create separate rights** to residential time or visitation for a person other than a parent.

Definitions

RCW 26.09.004(1)

"Military duties potentially impacting parenting functions" means those obligations imposed, voluntarily or involuntarily, on a parent serving in the armed forces that may interfere with that parent's abilities to perform his or her parenting functions under a temporary or permanent parenting plan. Military duties potentially impacting parenting functions include, but are not limited to:

- (a) "Deployment," which means the temporary transfer of a service member serving in an active-duty status to another location in support of a military operation, to include any tour of duty classified by the member's branch of the armed forces as "remote" or "unaccompanied";
- (b) "Activation" or "mobilization," which means the call-up of a national guard or reserve service member to extended active-duty status. For purposes of this definition, "mobilization" does not include national guard or reserve annual training, inactive duty days, or drill weekends; or
- (c) "Temporary duty," which means the transfer of a service member from one military base or the service member's home to a different location, usually another base, for a limited period of time to accomplish training or to assist in the performance of a noncombat mission.

Parenting Plan Flexibility

- Important to include measures that allow pro se clients to account for moves or deployments/frequent travel
- Local and long distance arrangements can be discussed and included in a single parenting plan
- Examples in handout provide clients with contingency plans in the event of these types of changes

Questions?

- Parenting plan contents
- Military family considerations

Hypothetical Case

- Parties are dissolving their marriage. They have two small children, Michael, age 2 and Rachel, age 5. Mother has been a stay at home parent during the parties 7-year marriage. Mother will be entering the work force, father has had limited involvement in the day to day care of the children.
- Father is your client and wants a week on/week off residential schedule since mother will begin working.
 - Does your answer change if mother is a nurse and father a freelance writer?
 - What if father is a drug addict?



EXAMPLE PARENTING PLAN LANGUAGE

More resources: <https://www.dropbox.com/sh/x0l66etr4r8nnck/AABhls0TrBcnlhBTOrWyUKFwa?dl=0>

Since Petitioner is a member of the U.S. Army and may be deployed in the future on an unaccompanied tour, the Respondent, is hereby designated alternate custodian of _____, the minor child of the parties, in such an event. He shall hold and exercise all the rights and responsibilities of a custodial parent during such a deployment and shall promptly return the child to Petitioner at the deployment's end. If the Respondent is unwilling or unable to serve as alternate custodian, _____, the mother of Petitioner may apply to this court for appointment as secondary alternate custodian of _____. The parties herein, Petitioner and Respondent, hereby stipulate that _____ is a fit and proper person to accept the role of secondary alternate custodian.



If Petitioner is ordered TDY or any orders that require lodging away from her residence more than _____ days that does not allow a minor child dependent to accompany her, the Respondent is hereby designated stand-by custodian. He shall assume all her duties while away and shall return the child to her upon her return. If the Respondent is unwilling or unable to take the child, _____, the mother of Petitioner may apply to this court for appointment as stand-by custodian. The parties herein, Petitioner and Respondent, hereby stipulate that _____ is a fit and proper person to accept the role of secondary alternate standby custodian.



If the Petitioner, a member of the U.S. Navy, is deployed, today, or on any unaccompanied orders, the Respondent is designated alternate custodian of the child in such an event. The Respondent shall hold and exercise all the rights and responsibilities of a custodial parent during such a deployment and shall promptly return the child to Petitioner at the deployment's end.



During the unaccompanied orders: the respondent agrees to provide the petitioner's father, _____, all visitation rights the respondent normally receives while not the primary parent. During the unaccompanied orders: the petitioner shall have 2 Skype visitations with the child to be held at a reasonable time agreed by the parties, every time she is in port.



If the Respondent is unwilling or unable to serve as alternate custodian, the petitioner's father _____ may apply to this court for appointment as secondary alternate custodian of the child. The parties herein, Petitioner and Respondent, hereby stipulate that the petitioner's father _____ is fit and proper people to accept the role of secondary alternate custodian.



If the Mother will be out to sea for less than 91 days, the child will reside with a temporary custodian appointed by the MOTHER, in the State of Washington.



If the Mother will be out to sea or deployed for 91 days or longer, the child will reside with his FATHER.



When the mother is deployed, she may allocate her residential time to her family.

Superior Court of Washington, County of _____

In re:

Petitioner/s (*person/s who started this case*):

And Respondent/s (*other party/parties*):

No. _____

Parenting Plan
(PPP / PPT / PP)

Clerk's action required: **1**.

Parenting Plan

1. This parenting plan is a (*check one*):

- Proposal** (request) by a parent (*name/s*): _____
It is not a signed court order. (PPP)
- Court order** signed by a judge or commissioner. This is a (*check one*):
 - Temporary order. (PPT)
 - Final order. (PP)
 - This final parenting plan changes the last final parenting plan.

2. Children – This parenting plan is for the following children:

Child's name	Age	Child's name	Age
1.		4.	
2.		5.	
3.		6.	

3. Reasons for putting limitations on a parent (under RCW 26.09.191)

a. Abandonment, neglect, child abuse, domestic violence, assault, or sex offense.
(*If a parent has any of these problems, the court **must** limit that parent's contact with the children and right to make decisions for the children.*)

Neither parent has any of these problems. (*Skip to **3.b.***)

- A parent has one or more of these problems as follows (*check all that apply*):
- Abandonment** – (*Parent's name*): _____ intentionally abandoned a child listed in **2** for an extended time.
 - Neglect** – (*Parent's name*): _____ substantially refused to perform his/her parenting duties for a child listed in **2**.
 - Child Abuse** – (*Parent's name*): _____ (or someone living in that parent's home) abused or threatened to abuse a child. The abuse was (*check all that apply*): physical sexual repeated emotional abuse.
 - Domestic Violence** – (*Parent's name*): _____ (or someone living in that parent's home) has a history of domestic violence as defined in RCW 26.50.010(1).
 - Assault** – (*Parent's name*): _____ (or someone living in that parent's home) has assaulted or sexually assaulted someone causing grievous physical harm or fear of such harm.
 - Sex Offense** –
 - (*Parent's name*): _____ has been convicted of a sex offense as an adult.
 - Someone living in (*parent's name*): _____'s home has been convicted as an adult or adjudicated as a juvenile of a sex offense.

b. Other problems that may harm the children's best interests. (*If a parent has any of these problems, the court **may** limit that parent's contact with the children and right to make decisions for the children.*)

- Neither parent has any of these problems. (*Skip to 4.*)
- A parent has one or more of these problems as follows (*check all that apply*):
 - Neglect** – (*Parent's name*): _____ neglected his/her parental duties towards a child listed in **2**.
 - Emotional or physical problem** – (*Parent's name*): _____ has a long-term emotional or physical problem that gets in the way of his/her ability to parent.
 - Substance Abuse** – (*Parent's name*): _____ has a long-term problem with drugs, alcohol, or other substances that gets in the way of his/her ability to parent.
 - Lack of emotional ties** – (*Parent's name*): _____ has few or no emotional ties with a child listed in **2**.
 - Abusive use of conflict** – (*Parent's name*): _____ uses conflict in a way that endangers or damages the psychological development of a child listed in **2**.
 - Withholding the child** – (*Parent's name*): _____ has kept the other parent away from a child listed in **2** for a long time, without a good reason.
 - Other** (*specify*): _____

4. Limitations on a parent

Does not apply. There are no reasons for limitations checked in **3.a. or 3.b.** above.
(Skip to **5.**)

No limitations despite reasons (explain why there are no limitations on a parent even though there are reasons for limitations checked in **3.a. or 3.b.** above): _____

The following limits or conditions apply to (parent's name): _____
(check all that apply):

No contact with the children.

Limited contact as shown in the Parenting Time Schedule (sections **8 – 11**) below.

Limited contact as follows (specify schedule, list all contact here **instead of in a Parenting Time Schedule, skip sections 8 – 11**): _____

Supervised contact. All parenting time shall be supervised. Any costs of supervision must be paid by (name): _____

The supervisor shall be:

a professional supervisor (name): _____

a non-professional supervisor (name): _____

The dates and times of supervised contact will be:

as shown in the Parenting Time Schedule (sections **8 – 11**) below.

as follows (specify): _____

(Specific rules for supervision, if any): _____

Other limitations or conditions during parenting time (specify): _____

Evaluation or treatment required. (Name): _____ must:

be evaluated for: _____.

start (or continue) and comply with treatment:

as recommended by the evaluation.

as follows (specify kind of treatment and any other details): _____

provide a copy of the evaluation and compliance reports (specify details): _____

If this parent does not follow the evaluation or treatment requirements above, then
(what happens): _____

5. Decision-making

When the children are with you, you are responsible for them. You can make day-to-day decisions for the children when they are with you, including decisions about safety and emergency health care. Major decisions must be made as follows.

a. Who can make major decisions about the children?

Type of Major Decision	Joint <i>(parents make these decisions together)</i>	Limited <i>(only the parent named below has authority to make these decisions)</i>
School / Educational	<input type="checkbox"/>	<input type="checkbox"/> (Name):
Health care (not emergency)	<input type="checkbox"/>	<input type="checkbox"/> (Name):
Other:	<input type="checkbox"/>	<input type="checkbox"/> (Name):
Other:	<input type="checkbox"/>	<input type="checkbox"/> (Name):
Other:	<input type="checkbox"/>	<input type="checkbox"/> (Name):

b. Reasons for limits on major decision-making, if any:

- There are no reasons to limit major decision-making.
- Major decision-making **must** be limited because one of the parents has problems as described in **3.a.** above.
- Major decision-making **should** be limited because *(check all that apply)*:
 - Both parents are against shared decision-making.
 - One of the parents does not want to share decision-making and this is reasonable because of:
 - problems as described in **3.b.** above.
 - the history of each parent's participation in decision-making.
 - the parents' ability and desire to cooperate with each other in decision-making.
 - the distance between the parents' homes makes it hard to make timely decisions together.

6. Dispute Resolution – If you and the other parent disagree...

From time to time, the parents may have disagreements about shared decisions or about what parts of this parenting plan mean.

a. To solve disagreements about this parenting plan, the parents will go to *(check one)*:

- the dispute resolution provider below (before they may go to court):
 - Mediation *(mediator or agency name)*: _____
If there are domestic violence issues, you may only use mediation if the victim asks for mediation, mediation is a good fit for the situation, and the victim can bring a support person to mediation.

Arbitration (*arbitrator or agency name*): _____

Counseling (*counselor or agency name*): _____

If a dispute resolution provider is not named above, or if the named provider is no longer available, the parents may agree on a provider or ask the court to name one.

Important! Unless there is an emergency, the parents must participate in the dispute resolution process listed above in good faith, before going to court. This section does **not** apply to disagreements about money or support.

Court (without having to go to mediation, arbitration, or counseling).
(If you check this box, skip to section **7** below, do not fill out **6.b.**)

b. If mediation, arbitration, or counseling is required, one parent must notify the other parent by (*check one*): certified mail other (*specify*): _____

The parents will pay for the mediation, arbitration, or counseling services as follows (*check one*):

(*Name*): _____ will pay _____%,
(*Name*): _____ will pay _____%.

based on each parents' Proportional Share of Income (percentage) from line 6 of the *Child Support Worksheet*.

as decided through the dispute resolution process.

What to expect in the dispute resolution process:

- Preference shall be given to carrying out the parenting plan.
- If you reach an agreement, it must be put into writing, signed, and both parents must get a copy.
- If the court finds that you have used or frustrated the dispute resolution process without a good reason, the court can order you to pay financial sanctions (penalties) including the other parent's legal fees.
- You may go back to court if the dispute resolution process doesn't solve the disagreement or if you disagree with the arbitrator's decision.

7. Custodian

The custodian is (*name*): _____ solely for the purpose of all state and federal statutes which require a designation or determination of custody. Even though one parent is called the custodian, this does not change the parenting rights and responsibilities described in this plan.

(Washington law generally refers to parenting time and decision-making, rather than custody. However, some state and federal laws require that one person be named the custodian. The custodian is the person with whom the children are scheduled to spend more of their time.)

➤ Parenting Time Schedule (Residential Provisions)

Check one:

- Skip** the parenting time schedule in sections **8 - 11** if one parent has no contact with the children other than what is described in section **4** – Limitations.

The children live with (name): _____ except as described in section **4**.

- Complete** the parenting time schedule in sections **8 - 11**.

8. School Schedule

a. Children under School-Age

- Does not apply. All children are school-age.
- The schedule for children under school-age is the same as for school-age children.
- Children under school-age are scheduled to live with (name): _____, except when they are scheduled to live with (name): _____ on (check all that apply):
- WEEKENDS: every week every other week other (specify): _____
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
- WEEKDAYS: every week every other week other (specify): _____
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
- OTHER (specify): _____

- Other (specify): _____

b. School-Age Children

This schedule will apply when (check one): the youngest child the oldest child
 each child begins:

(check one): Kindergarten 1st grade Other: _____

The children are scheduled to live with (name): _____, except when they are scheduled to live with (name): _____ on (check all that apply):

- WEEKENDS: every week every other week other (specify): _____
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.
- WEEKDAYS: every week every other week other (specify): _____
from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

OTHER (specify): _____

Other (specify): _____

9. Summer Schedule

Summer begins and ends according to the school calendar. as follows: _____

The Summer Schedule is the **same** as the School Schedule. (Skip to **10.**)

The Summer Schedule is the **same** as the School Schedule **except** that each parent shall spend _____ weeks of uninterrupted vacation time with the children each summer. The parents shall confirm their vacation schedules in writing by the end of (date) _____ each year. (Skip to **10.**)

The Summer Schedule is **different** than the School Schedule. The Summer Schedule will begin the summer before:

(check one): the youngest child the oldest child each child

begins (check one): Kindergarten 1st grade Other: _____

During the summer the children are scheduled to live with (name): _____,

except when they are scheduled to live with (name): _____ on

(check all that apply):

WEEKENDS: every week every other week other (specify): _____

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

WEEKDAYS: every week every other week other (specify): _____

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

from (day) _____ at ____:____.m. to (day) _____ at ____:____.m.

OTHER (specify): _____

10. Holiday Schedule (includes school breaks)

The Holiday Schedule is the **same** as the School and Summer Schedules above for all holidays and school breaks. (Skip to **11.**)

This is the Holiday Schedule for all children school-age children only:

(Put one parent's name in each column and fill out when the children will be with that parent for holidays and school breaks.)

Holiday	Children with (name):	Children with (name):
Martin Luther King Jr. Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	
Presidents' Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	
Mid-winter Break	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Each parent has the children for the half of break attached to his/her weekend. The children must be exchanged on Wednesday at (time): _____. <input type="checkbox"/> Other plan:	
Spring Break	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Each parent has the children for the half of break attached to his/her weekend. The children must be exchanged on Wednesday at (time): _____. <input type="checkbox"/> Other plan:	
Mother's Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Other plan:	
Memorial Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	

Holiday	Children with (name):	Children with (name):
Father's Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____
	<input type="checkbox"/> Other plan:	
Fourth of July	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____
	<input type="checkbox"/> Follow the Summer Schedule in section 9 .	
	<input type="checkbox"/> Other plan:	
Labor Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____
	<input type="checkbox"/> With the parent who has the children for the attached weekend	
	<input type="checkbox"/> Other plan:	
Thanksgiving Day / Break	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____
	<input type="checkbox"/> Other plan:	
Winter Break	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____
	<input type="checkbox"/> Other plan:	
Christmas Eve	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: _____ End day/time: _____
	<input type="checkbox"/> Follow the Winter Break schedule above.	
	<input type="checkbox"/> Other plan:	

Holiday	Children with (name):	Children with (name):
Christmas Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Follow the Winter Break schedule above. <input type="checkbox"/> Other plan: _____	
New Year's Eve / New Year's Day <i>(odd/even is based on New Year's Day)</i>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Follow the Winter Break schedule above. <input type="checkbox"/> Other plan: _____	
Children's Birthdays	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Other plan: _____	
All three-day weekends not listed elsewhere	<i>(Federal holidays, school in-service days, etc.)</i> <input type="checkbox"/> The children shall spend any unspecified holiday or non-school day with the parent who has them for the attached weekend. <input type="checkbox"/> Other plan: _____	
Other occasion important to the family: _____	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Other plan: _____	
Other occasion important to the family: _____	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____	Begin day/time: _____
	End day/time: _____	End day/time: _____
	<input type="checkbox"/> Other plan: _____	

11. Conflicts in Scheduling

The Holiday Schedule must be observed over all other schedules. If there are conflicts within the Holiday Schedule (*check all that apply*):

- Named holidays shall be followed before school breaks.
 - Children's birthdays shall be followed before named holidays and school breaks.
 - Other (*specify*): _____
-

12. Transportation Arrangements

The children will be exchanged for parenting time (picked up and dropped off) at:

- each parent's home
- school or day care when in session
- other location (*specify*): _____

Who is responsible for arranging transportation?

- The **picking up** parent – The parent who is about to **start** parenting time with the children must arrange to have the children picked up.
- The **dropping off** parent – The parent whose parenting time is **ending** must arrange to have the children dropped off.

Other details (if any): _____

13. Moving with the Children (Relocation)

If the custodian plans to move, s/he **must notify** every person who has court-ordered time with the children.

Move to a different school district

If the move is to a different school district, the custodian must complete the form *Notice of Intent to Move with Children* (FL Relocate 701) and deliver it at least **60 days** before the intended move.

Exceptions:

- If the custodian could not reasonably have known enough information to complete the form in time to give 60 days' notice, the custodian must give notice within **5 days** after learning the information.
- If the custodian is relocating to a domestic violence shelter or moving to avoid a clear, immediate and unreasonable risk to health or safety, notice may be delayed **21 days**.
- If information is protected under a court order or the address confidentiality program, it may be withheld from the notice.
- A custodian who believes that giving notice would put her/himself or a child at unreasonable risk of harm, may ask the court for permission to leave things out of the notice or to be allowed to move without giving notice. Use form *Motion to Limit Notice of Intent to Move with Children (Ex Parte)* (FL Relocate 702).

The *Notice of Intent to Move with Children* can be delivered by having someone personally serve the other party or by any form of mail that requires a return receipt.

If the custodian wants to change the *Parenting Plan* because of the move, s/he must deliver a proposed *Parenting Plan* together with the *Notice*.

Move within the same school district

If the move is within the *same* school district, the custodian still has to let the other parent know. However, the notice does not have to be served personally or by mail with a return receipt. Notice to the other party can be made in any reasonable way. No specific form is required.

Warning! If you do not notify...

A custodian who does not give the required notice may be found in contempt of court. If that happens the court can impose sanctions. Sanctions can include requiring the custodian to bring the children back if the move has already happened, and ordering the custodian to pay the other side's costs and lawyer's fees.

Right to object

A person who has court-ordered time with the children can object to a move to a different school district and/or to the custodian's proposed *Parenting Plan*. If the move is within the same school district, the other party doesn't have the right to object to the move, but s/he may ask to change the *Parenting Plan* if there are adequate reasons under the modification law (RCW 26.09.260).

An objection is made by filing the *Objection about Moving with Children and Petition about Changing a Parenting/Custody Order (Relocation)* (form FL Relocate 721). File your *Objection* with the court and serve a copy on the custodian and anyone else who has court-ordered time with the children. Service of the *Objection* must be by personal service or by mailing a copy to each person by any form of mail that requires a return receipt. The *Objection* must be filed and served no later than **30 days** after the *Notice of Intent to Move with Children* was received.

Right to move

During the 30 days after the *Notice* was served, the custodian may not move to a different school district with the children unless s/he has a court order allowing the move.

After the 30 days, if no *Objection* is filed, the custodian may move with the children without getting a court order allowing the move.

After the 30 days, if an *Objection* has been filed, the custodian may move with the children **pending** the final hearing on the *Objection unless*:

- The other party gets a court order saying the children cannot move, or
- The other party has scheduled a hearing to take place no more than 15 days after the date the *Objection* was served on the custodian. (However, the custodian may ask the court for an order allowing the move even though a hearing is pending if the custodian believes that s/he or a child is at unreasonable risk of harm.)

The court may make a different decision about the move at a final hearing on the *Objection*.

Parenting Plan after move

If the custodian served a proposed *Parenting Plan* with the *Notice*, **and** if no *Objection* is filed within 30 days after the *Notice* was served (or if the parties agree):

- Both parties may follow that proposed plan without being held in contempt of the *Parenting Plan* that was in place before the move. However, the proposed plan cannot be enforced by contempt unless it has been approved by a court.
- Either party may ask the court to approve the proposed plan. Use form *Ex Parte Motion for Final Order Changing Parenting Plan – No Objection to Moving with Children* (FL Relocate 706).

Forms

You can find forms about moving with children at:

- The Washington State Courts’ website: www.courts.wa.gov/forms,
- The Administrative Office of the Courts – call: (360) 705-5328,
- Washington LawHelp: www.washingtonlawhelp.org, or
- The Superior Court Clerk’s office or county law library (for a fee).

(This is a summary of the law. The complete law is in RCW 26.09.430 through 26.09.480.)

14. Other

15. Proposal

- Does not apply. This is a court order.
- This is a **proposed** (requested) parenting plan. *(The parent/s requesting this plan must read and sign below.)*

I declare under penalty of perjury under the laws of the state of Washington that this plan was proposed in good faith and that the information in section **3** above is true.

▶ _____ Signed at *(city and state)*

Parent requesting plan signs here

▶ _____ Signed at *(city and state)*

Other parent requesting plan (if agreed) signs here

16. Court Order

- Does not apply. This is a proposal.
- This is a court order (if signed by a judge or commissioner below).

Findings of Fact – Based on the pleadings and any other evidence considered:

The Court adopts the statements in section **3** (Reasons for putting limitations on a parent) as its findings.

- The Court makes additional findings which are:
 - contained in an order or findings of fact entered at the same time as this *Parenting Plan*.
 - attached as Exhibit A as part of this *Parenting Plan*.
 - other: _____

Calculating the Child Support Worksheet

PRESENTED BY: CHERYL VAN ACKEREN, VAN ACKEREN, P.S.

Washington State Bar Association
Call to Duty
Readying our Corps to Serve Washington Veterans



Governing Law

The Washington State Child Support Schedule - RCW 26.19

- Determining Gross Income RCW 26.19.071
- Mandatory forms RCW 26.09.006
- Written findings of fact RCW 26.19.035
- Worksheets RCW 26.19.035
- Medical support provisions RCW 26.09.105
- Required contents RCW 26.23.050

Elements of a Child Support Worksheet

- Part I:** Income (salary, deductions, and net)
- Part II:** Basic Child Support Obligation
- Part III:** Health Care, Day Care, and Special Child Rearing Expenses
- Part IV:** Gross Child Support Obligation
- Part V - VIII:** Child Support Credits; Standard Calculation/Presumptive Transfer Payment; Additional Informational Calculations; Additional Factors for Considerations

Part I: Child Support Basics

Determining Gross Monthly Income

(RCW 26.19.071)

All income and resources of each parent's household shall be disclosed

Except as specifically excluded in subsection RCW 26.19.071(4), monthly gross income shall include income from any source.

Military pay (BAS, BAQ/BAH, special duty pay, etc.)

Only the income of the parents of the children whose support is at issue shall be calculated for purposes of calculating the basic support obligation.

Washington State Child Support Schedule Worksheets

Prepared by (Name) State of WA Other _____ (CSWP)
 Or, Signed by the Judicial/Reviewing Officer (COW)

County _____ Case No. _____

Children and Ages: _____

Parents' names: _____ (Column 1) _____ (Column 2)

Part: Income (see instructions, page 6)	Column 1	Column 2
1. Gross Monthly Income		
a. Wages and Salaries	\$	\$
b. Interest and Dividend Income	\$	\$
c. Business Income	\$	\$
d. Maintenance Received	\$	\$
e. Gift Income	\$	\$
f. Inherited Income	\$	\$
g. Total Gross Monthly Income (add lines 1a through 1f)	\$	\$
2. Deductions		
a. Income Taxes - Federal and State	\$	\$
b. FICA (Etc. Sec. + Medicare)/Self-Employment Taxes	\$	\$
c. State Industrial Insurance Deductions	\$	\$
d. Mandatory Unemployment/Professional Fees	\$	\$
e. Mandatory Pension Plan Payments	\$	\$
f. Voluntary Retirement Contributions	\$	\$
g. Maintenance Paid	\$	\$
h. Normal Business Expenses	\$	\$
i. Total Deductions from Gross Income (add lines 2a through 2h)	\$	\$
3. Monthly Net Income (line 1g minus 2i)	\$	\$
4. Combined Monthly Net Income (add both parents' monthly net amounts from line 3)	\$	\$
5. Basic Child Support Obligation (enter total amount in box --)		
Child #1 _____ Child #2 _____ Child #3 _____ Child #4 _____ Child #5 _____	\$	\$
6. Proportional Share of Income (divide line 5 by line 4 for each parent)		

Determining Gross Monthly Income

(RCW 26.19.071(4))

The following income and resources shall be disclosed but shall not be included in gross income:

- Income of a new spouse or new domestic partner
- Income of other adults in the household
- Child support received from other relationships
- Gifts and prizes
- Public Assistance Alphabet Soup: TANF, SSI, ABD, PWA
- Food benefits (they're not food stamps anymore!)
- Overtime or income from second jobs beyond forty hours per week averaged over a twelve-month period worked to provide for a current family's needs, to retire past relationship debts, or to retire child support debt, when the court finds the income will cease when the party has paid off his or her debts.

Determining Gross Monthly Income

How to Read an LES

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNING STATEMENT													
ID	ENTITLEMENTS			DEDUCTIONS			ALLOTMENTS			SUMMARY			
NAME LAST FIRST MI	AMOUNT	TYPE	AMOUNT	TYPE	AMOUNT	AMOUNT	TYPE	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	PERIOD COVERED
10			11			12							13
TOTAL										20	21	22	23
LEAVE													
PENSION													
REMARKS													
76													
77													
78													

- Name: The member's name in last, first, middle initial format
- SSN
- Grade: The member's current pay grade
- Pay Date: The date the member entered active duty for pay purposes in YYMMDD format. This is synonymous with the Pay Entry Base Date (PEBD)
- Years of Service: In two digits, the actual years of creditable service
- ETS: The Expiration Term of Service in YYMMDD format. This is synonymous with the Expiration of Active Obligated Service (EAOS).
- Branch: The branch of service, i.e. Navy, Army, Air Force
- Period Covered: Period covered by individual LES

<http://www.dfas.mil/militarymembers/payentitlements/aboutpay.html>

Determining Gross Monthly Income

How to Read an LES

10. **Entitlements:** covers all entitlements paid to member. Most common:

- Base Pay** based on years of service and pay grade
- BAH** Basic Allowance for Housing – **non-taxable** compensation for housing based on geographic location, pay grade, and dependency status
- BAS** Basic Allowance for Subsistence – **non-taxable** compensation for the cost of member's meals based on pay grade
- COLA:** Cost of Living Allowance – **non-taxable** compensation designed to offset higher overseas prices
- Hazardous Duty Incentive Pay** (flight/sea pay) **non-taxable** specialty pay
- HDP** Hardship Duty Pay – (**temporary**) compensation for members outside the U.S. in hardship location
- HFP/IDP** Hostile Fire Pay/Imminent Danger Pay – (**temporary**) determined by commander and location
- FSA** Family Separation Allowance – (**temporary**) temporarily provided when member serves unaccompanied duty from family

Determining Gross Monthly Income

How to Read a Military Pay Chart

Defense Finance and Accounting Service (DFAS)

BASIC PAY-EFFECTIVE JANUARY 1, 2016												
	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
Rank	1	2	3	4	5	6	7	8	9	10	11	12
10	9,946.20	10,272.00	10,488.30	10,548.00	10,818.00	11,269.20	11,373.90	11,802.00	11,924.70	12,293.40	12,827.10	13,027.10
11	8,244.40	8,448.40	8,628.00	8,687.30	9,222.00	9,475.80	9,797.70	10,059.00	10,191.20	10,769.20	11,269.20	11,643.60
12	6,267.00	6,495.30	7,337.10	7,337.10	7,365.00	7,680.00	7,722.30	7,722.30	8,161.20	8,637.00	9,392.70	9,392.70
13	5,239.50	5,595.70	6,292.00	6,292.00	6,514.00	6,725.10	7,110.30	7,196.00	7,672.70	8,190.90	9,392.70	9,392.70
14	4,507.60	5,218.20	5,566.50	5,566.50	5,843.90	5,987.00	6,313.80	6,745.80	7,081.50	7,314.90	7,449.20	7,526.70
15	3,663.60	4,432.80	4,849.20	4,849.20	5,287.20	5,540.70	5,818.80	5,998.20	6,293.70	6,448.20	6,448.20	6,448.20
16	3,424.50	3,909.30	4,401.90	4,401.90	4,739.40	4,779.40	4,779.40	4,779.40	4,779.40	4,779.40	4,779.40	4,779.40
17	2,972.40	3,093.90	3,740.10	3,740.10	3,740.10	3,740.10	3,740.10	3,740.10	3,740.10	3,740.10	3,740.10	3,740.10
18					5,297.20	5,540.70	5,818.80	5,998.20	6,293.70	6,448.20	6,448.20	6,448.20
19					4,643.70	4,739.40	4,800.30	5,146.00	5,341.00	5,489.50	5,489.50	5,489.50
20					3,740.10	3,983.60	4,141.50	4,262.40	4,440.80	4,643.70	4,643.70	4,643.70
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- <http://www.dfas.mil/militarymembers/payentitlements/military-pay-charts.html>
- Provides information on all specialty pays and amounts
- Need to know: rank of individual, years of service, and specialty pays

Left column = rank or pay grade
 Top column = years of service
 Amount = base salary

Determining Gross Monthly Income

How to Calculate Military Pay

Military Pay Calculator

- <http://militarypay.defense.gov/Calculators/RMC-Calculator/>
- Need to know: rank of individual, years of service, and location
- Calculates: annual base salary, annual BAH, annual BAS, and tax rate
- DOES NOT include specialty pays
 - Specialty pays: need to look at military pay chart

The screenshot shows the RMC Calculator interface. It includes input fields for Rank (selected as E-5), Years of Service (10), Tax Filing Status (Single), and Living Overseas/Not Residing Here? (No). Below these are checkboxes for Living Overseas/Not Residing Here? (checked) and Army/Army Reserve/Army National Guard (checked). A 'Calculate/RMC' button is present.

Below the form is a summary table:

Rank	E-5
Years of Service	10
Tax Filing Status	Single
Living Overseas/Not Residing Here?	No
2017 Social Security/Retirement Insurance	No
Annual Base Pay	\$24,998.00
Annual Basic Allowance for Housing	\$14,962.00
Annual Basic Allowance for Subsistence	\$3,419.48
Year Taxable Allowance (BAH + BAS)	\$18,381.48
Number of Exemptions for Previous Calendar Year	0
Personal Exemption Amount	\$4,050.00
Spouse Exemption	\$0.00
Total Exemption	\$4,050.00
Income Taxable (Annual Base Pay - Total Exemption)	\$20,948.00
Tax Rate	15%
Income Tax	\$3,142.20
Tax Allowance	\$3,419.38

Determining Gross Monthly Income

How to Read Veteran Affairs Benefits

Main Types of Veteran Benefits

1. **VA Disability Compensation:** monetary benefit paid to veterans for service connected disability
2. **Vocational Rehabilitation:** assistance with training and education
3. **VA Pensions:** compensation for low-income wartime veterans
4. **Education and Training:** benefit provides cost of in-state tuition, monthly housing allowance, yearly book stipend.

VA DISABILITY COMPENSATION RATE TABLE

Dependents Status	30%	40%	50%	60%	70%	80%	90%	100%
Veteran Alone	\$489.83	\$577.54	\$622.56	\$1,041.36	\$1,212.40	\$1,626.66	\$1,714.54	\$2,858.24
Veteran with Spouse Only	\$448.74	\$541.28	\$581.83	\$1,127.61	\$1,423.86	\$1,833.04	\$1,887.76	\$3,047.60
Veteran with Spouse & One Parent	\$487.91	\$592.84	\$655.78	\$1,213.74	\$1,513.47	\$1,765.30	\$1,772.80	\$3,145.49
Veteran with Spouse and Two Parents	\$525.89	\$743.09	\$1,029.72	\$1,299.47	\$1,692.39	\$1,857.04	\$2,082.30	\$3,373.38
Veteran with One Parent	\$438.30	\$529.70	\$589.50	\$1,116.12	\$1,401.82	\$1,827.89	\$1,829.44	\$2,896.13
Veteran with Two Parents	\$477.67	\$679.88	\$850.00	\$1,154.80	\$1,451.44	\$1,730.17	\$1,844.54	\$3,114.82
Additional for A-1 spouse (see footnote 1)	\$43.80	\$58.47	\$73.88	\$87.89	\$102.31	\$116.93	\$131.55	\$146.56
	\$42.00	\$58.00	\$73.00	\$87.00	\$102.00	\$116.00	\$131.00	\$146.00

Percentage	Rate
10%	\$130.84
20%	\$258.63

Imputation of Income

RCW 26.19.071(6)

In the absence of records of a parent's actual earnings, the court shall impute income to a parent

- What do we mean by **actual earnings**??
- Exactly what the parent is making, no matter how many hours per week?
- Parent's current hourly wage blown up to full time of 40 hours per week?
- Parent's current hourly wage blown up to full time of less than 40 hours per week, depending on industry standard?
- Parent's current hourly wage time actual hours worked and then filling up to 40 hours per week at minimum wage?

Imputation of Income

RCW 26.19.071(6)

If a parent is voluntarily unemployed, underemployed, or if no records exist regarding pay:

PRIORITY OF IMPUTATION:

- Full-time earnings at the current rate of pay
- Full-time earnings at the historical rate of pay
- Full-time earnings at a past rate of pay where information is incomplete or sporadic
- Full-time earnings at minimum wage, if:
 - Recent history of minimum wage
 - Recent history of public assistance, SSI, disability
 - Recent release from prison
 - In high school (or, at DCS, recent graduate)
- Median net monthly income table

Imputation of Income

RCW 26.19.071(6)

Approximate Median Net Monthly Income

MALE	Age	FEMALE
\$1,832	15-24	\$1,632
\$2,804	25-34	\$2,446
\$3,448	35-44	\$2,693
\$3,569	45-54	\$2,714
\$3,735	55-64	\$2,814
\$4,084	65 +	\$2,960

U.S. Census Bureau, Current Population Survey, 2009 Annual Social and Economic Supplement, Table PINC-01. Selected Characteristics of People 15 Years Old and Over by Total Money Income in 2008, Work Experience in 2008, Race, Hispanic Origin, and Sex, Worked Full Time, Year Round. [Net income has been determined by subtracting FICA (7.65 percent) and the tax liability for a single person (one withholding allowance).]

VOLUNTARY UNEMPLOYMENT

- *Marriage of Pollard*, 99 Wn.App. 48, 991 P.2d 1201 (Div 3, 2000). Staying home to be a homemaker is not “full time employment with income of \$0.” Imputation of income is required in this situation as a parent is voluntarily unemployed in this case, and the tribunal cannot escape its duty to impute income by contorted language.
- *Marriage of Brokopp*, 78 Wn. App. 441, 898 P.2d 849 (Div 2, 1995). The court is required to impute income to a parent who is voluntarily unemployed.

15

Determining Deductions

RCW 26.19.071(6)

The following expenses shall be *disclosed* and *deducted* from gross monthly income to calculate net monthly income:

- Federal and state income taxes
- FICA deductions
- Mandatory pension plan payments
- Mandatory union or professional dues
- Worker’s Comp premiums
- Court-ordered maintenance if actually paid
- Up to \$5,000 yearly in *voluntary* retirement contributions
- Normal business expenses and self-employment taxes for self-employed persons

Washington State Child Support Schedule Worksheets

Proposed by (name) _____ State of WA Other _____ (CSWP)
 Or Signed by the Judicial/Reviewing Officer (CSWP)

County _____ Case No _____

Children and Ages: _____

Parents' names: _____ (Column 1) _____ (Column 2)

Part: Income (see Instruction 1, page 5)	Column 1	Column 2
1. Gross Monthly Income		
a. Wages and Salaries	\$	\$
b. Interest and Dividend Income	\$	\$
c. Business Income	\$	\$
d. Maintenance Received	\$	\$
e. Other Income	\$	\$
f. Imputed Income	\$	\$
2. Monthly Deductions from Gross Income		
a. Income Taxes (Federal and State)	\$	\$
b. FICA (Soc. Sec. + Medicare) Self-Employment Taxes	\$	\$
c. State Industrial Insurance Deductions	\$	\$
d. Mandatory Union/Professional Dues	\$	\$
e. Mandatory Pension Plan Payments	\$	\$
f. Voluntary Retirement Contributions	\$	\$
g. Maintenance Paid	\$	\$
h. Normal Business Expenses	\$	\$
i. Total Deductions from Gross Income (add lines 2a through 2h)	\$	\$
3. Monthly Net Income (line 1g minus 2i)	\$	\$
(add both parents' monthly net incomes from line 3)		
4. Basic Child Support Obligation (enter total amount in box →)		
Child #1 _____ Child #3 _____ Child #5 _____		
Child #2 _____ Child #4 _____		
5. Proportional Share of Income (divide line 3 by line 4 for each parent)		

Determining Deductions

How to Read an LES

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT																																																																																																																	
ID	PAY PERIOD		PERIOD		PERIOD		PERIOD		PERIOD		PERIOD		PERIOD																																																																																																				
1	2	3	4	5	6	7	8	9	10	11	12	13	14																																																																																																				
ENTITLEMENTS			DEDUCTIONS			ALLOTMENTS			SUMMARY																																																																																																								
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- Deductions: all deductions including taxes, SGLI, mid-month pay, and dependent dental plan.
 - Federal and State tax withholdings

Most *unknown* deductions:

- SGLI/ Family SGLI:** Servicemember's Group Life Insurance
 - AFRH:** contribution to Armed Forces Retirement Homes.
 - TSP:** Thrift Savings Plan – federal government-sponsored retirement savings and investment plan
 - Garnishments:** involuntary withholding for the collection of a commercial debt
- Allotments: designated amount of money that is automatically distributed for member from their pay.

Determining Deductions

Which ones should count as deductions?

- Federal and state income taxes
- FICA deductions
- TSP: Thrift Savings Plan

Deductions for Veteran Benefits?

- Veteran Benefits are non-taxable (no deductions)

Now that we've determined the net monthly income, what next?

Completing Worksheets: Manually or With an Automated Program?

- Washington State Department of Social and Health Services
 - Child support calculator online to assist with filling out the worksheet.
 - <https://fortress.wa.gov/dshs/dcs/SSGen/Home>
 - Calculator does not calculate taxes.
- Washington Salary Paycheck Calculator
 - <http://www.paycheckcity.com/calculator/salary/>
 - Need gross pay, pay frequency, and number of dependents
 - **DO NOT** use tax information from paystubs
- **Remember:** If you use a commercial program, you should be able to explain why you get the results you get
- Make sure you use an “approved worksheet” and provide appropriate findings of fact

The screenshot shows a web form titled "Select Calculation date and state". The "Check Date" is set to 06/09/2016 and the "State for withholding" is Washington. The "General Information" section includes fields for Gross Pay (\$), Gross Pay Type (Annually), Gross Salary YTD (\$), Pay Frequency (Weekly), Federal Filing Status (Single), # of Federal Allowances (0), Additional Federal Withholding (0), Round Federal Withholding (Yes/No), and I am exempt from (Federal Tax, FICA, Medicare). The "State and Local Information" section includes LHA Rate (\$), Washington Industrial Insurance (Yes/No), and a "Voluntary Deduction Section" with "Add Deduction" and "Remove Deduction" buttons. The "Add Deduction" section includes fields for Deduction #1 Name, Deduction #1 Amount, Deduction #1 Type (% of Gross Pay), and Ded #1 Exempt from (None, Pre, New, Other). The form has "Calculate" and "Clear" buttons at the bottom.

Economic Table

Manually

The Economic Table provides an individual support amount for *each child* covered by the order

Find the combined monthly net income amount closest to the amount entered on line 4 of Worksheet.

- Round up when the combined monthly net income falls halfway between the two amounts in the left-hand column.

Use the family size for the number of children for whom child support is being determined.

- Do not include children from other relationships – YET.

WASHINGTON STATE CHILD SUPPORT SCHEDULE
ECONOMIC TABLE
MONTHLY BASIC SUPPORT OBLIGATION PER CHILD
(KEY: A = AGE 0-11 B = AGE 12-18)

Combined Monthly Net Income	One Child Family		Two Children Family		Three Children Family	
	A	B	A	B	A	B
1000	220	222	171	211	143	177
1100	242	299	188	232	157	194
1200	264	326	205	253	171	214
1300	285	352	221	274	185	228
1400	307	379	238	294	199	246
1500	327	404	254	313	212	262
1600	347	428	269	333	225	278
1700	367	453	285	352	238	294
1800	387	478	300	371	251	310
1900	407	503	316	389	264	326
2000	427	527	331	409	277	342
2100	447	552	347	428	289	358
2200	467	577	362	448	302	374
2300	487	601	378	467	315	390
2400	506	626	393	486	328	406
2500	526	650	408	505	341	421
2600	546	674	421	523	354	436
2700	562	698	431	541	367	451
2800	578	722	441	559	380	466
2900	594	746	451	577	393	481
3000	611	770	461	595	406	496
3100	627	794	471	613	419	511
3200	643	818	481	631	432	526

Economic Table

Manually

WASHINGTON STATE CHILD SUPPORT SCHEDULE
ECONOMIC TABLE
MONTHLY BASIC SUPPORT OBLIGATION PER CHILD
(KEY: A = AGE 0-11 B = AGE 12-18)

Combined Monthly Net Income	One Child Family		Two Children Family		Three Children Family		Four Children Family		Five Children Family	
	A	B	A	B	A	B	A	B	A	B
1000	220	222	171	211	143	177	149	185	105	130
1100	242	299	188	232	157	194	133	164	118	143
1200	264	326	205	253	171	211	144	179	129	156
1300	285	352	221	274	185	228	156	193	138	168
1400	307	379	238	294	199	246	168	208	147	181
1500	327	404	254	313	212	262	179	221	156	193
1600	347	428	269	333	225	278	188	235	166	206
1700	367	453	285	352	238	294	201	248	175	217
1800	387	478	300	371	251	310	212	262	185	228
1900	407	503	316	389	264	326	223	275	194	240
2000	427	527	331	409	277	342	234	289	204	252
2100	447	552	347	428	289	359	246	303	213	264
2200	467	577	362	448	302	374	256	316	223	276
2300	487	601	378	467	315	390	267	329	233	288
2400	506	626	393	486	328	406	278	343	242	299
2500	526	650	408	505	341	421	288	356	251	311
2600	546	674	421	523	354	436	298	368	259	321
2700	562	698	431	541	367	451	301	372	262	324
2800	578	722	441	559	380	466	311	377	262	324
2900	594	746	451	577	393	481	316	376	266	328
3000	611	770	461	595	406	496	326	380	268	331
3100	627	794	471	613	419	511	333	370	270	334
3200	643	818	481	631	432	526	343	382	272	336

Circle the two numbers in the columns listed below the family size that are across from the net income.

- Column A shows BSO for up to age 11.
- Column B shows BSO for 12 years of age or older.

Determine Basic Support Obligation: multiple each parent's proportional share of income by the number on the Economic Table = Basic Support Obligation

PART II: Calculating Low Income Limitations

Limitations (RCW 26.19.065)

- **Standards for establishing lower and upper limits on child support amounts.**
 1. Presumptive minimum support obligation
 2. Limit at forty-five percent of a parent's net income
 3. Income above twelve thousand dollars (not an issue for clients today)

Presumptive Minimum Support Obligation

When to deviate down from basic support obligation?

Reason 1 – Parent with monthly net income below the Self-support Reserve

- When a parent's monthly net income is below one hundred twenty-five percent of the federal poverty guideline, a support order of **not less than fifty dollars per child per month** shall be entered unless the obligor parent establishes that it would be unjust to do so in that particular case.

Reason 2 – Support obligation reduces Non Custodial Parent's net income below the self-support reserve

- The basic support obligation of the parent making the transfer payment, **excluding health care, day care, and special child-rearing expenses**, shall not reduce his or her net income below the Self-support Reserve of one hundred twenty-five percent of the federal poverty level, except for the presumptive minimum payment of fifty dollars per child per month

NOTE: parent's proportionate share of expenses may mean that the monthly obligation reduces the parent's net income below the Self-Support Reserve

	Former amount from 1/22/15 through 1/24/16	New amount as of 1/25/16
Self-Support Reserve	\$1,226	\$1,238

25

Presumptive Minimum Support Obligation

	Column 1	Column 2
Part B: Basic Child Support Obligation (see Instructions, page 7)		
7. Each Parent's Basic Child Support Obligation without consideration of low income limitations. (Multiply each number on line 6 by line 5.)	\$	\$
8. Calculating low income limitations. Fill in only those that apply.		
Self-Support Reserve. (125% of the Federal Poverty Guideline.)	\$	\$
a. Is Combined Net Income Less Than \$1,000? If yes, for each parent enter the presumptive \$50 per child.	\$	\$
b. Is Monthly Net Income Less Than Self-Support Reserve? If yes, for that parent enter the presumptive \$50 per child.	\$	\$
c. Is Monthly Net Income equal to or more than Self-Support Reserve? If yes, for each parent subtract the self-support reserve from line 3. If final amount is less than line 7, enter that amount or the presumptive \$50 per child, whichever is greater.	\$	\$
9. Each parent's basic child support obligation after calculating applicable limitations. For each parent, enter the lowest amount from line 7, 8a, or 8c, but not less than the presumptive \$50 per child.	\$	\$
Part C: Health Care Expenses		
10. Health Care Expenses		
a. Monthly Health Insurance Premiums Paid for Children	\$	\$
b. Uninsured Monthly Health Care Expenses Paid for Children	\$	\$
c. Total Monthly Health Care Expenses (line 10a plus line 10b)	\$	\$
d. Combined Monthly Health Care Expenses (add both parents' totals from line 10c)	\$	\$
Part D: Day Care and Special Expenses		
11. Day Care and Special Expenses		
a. Day Care Expenses	\$	\$
b. Education Expenses	\$	\$
c. Long Distance Transportation Expenses	\$	\$
d. Other Special Expenses (describe)	\$	\$
	\$	\$
e. Total Day Care and Special Expenses (add lines 11a through 11d)	\$	\$
12. Combined Monthly Total Day Care and Special Expenses (add both parents' day care and special expenses from line 11e)	\$	\$
13. Total Health Care, Day Care, and Special Expenses (line 10d plus line 12)	\$	\$
14. Each Parent's Obligation for Health Care, Day Care, and Special Expenses (multiply each number on line 6 by line 13)	\$	\$

When to deviate below the presumptive minimum?

Consider:

- Best Interest of the Child
- Circumstances of each parent
 - insufficient funds in the custodial parent's household to meet the basic needs of the child
 - comparative hardship to the affected households
 - assets or liabilities
 - earning capacity

26

Part VII: Calculating 45% Limitation

45 Percent Limitation RCW 26.19.065

	Column 1	Column 2
Part V: Child Support Credits (see instructions, page 9)		
16. Child Support Credits		
a. Monthly Health Care Expenses Credit	\$	\$
b. Day Care and Special Expenses Credit	\$	\$
c. Other Ordinary Expenses Credit (describe)		
	\$	\$
d. Total Support Credits (add lines 16a through 16c)	\$	\$
Part VI: Standard Calculation/Presumptive Transfer Payment (see instructions, page 9)		
17. Standard Calculation (line 15 minus line 16a or \$50 per child)		
Part VII: Additional Informational Calculations		
18. 45% of each parent's net income from line 3 (45 x amount from line 3 for each parent)	\$	\$
19. 25% of each parent's basic support obligation from line 9 (25 x amount from line 9 for each parent)	\$	\$
20. Household Assets		

- Neither parent's child support obligation owed *for all his or her biological or legal children* may exceed forty-five percent of net income except for good cause shown.
 - Each child is entitled to a **pro rata share** of the income available for support, but the court only applies the pro rata share to the children in the case before the court.
 - Before determining whether to apply the forty-five percent limitation, the court must consider whether it would be unjust to apply the limitation after considering the best interests of the child and the circumstances of each parent

45 Percent Limitation RCW 26.19.065

- When determining whether to apply the 45% limitation, the court must consider whether it would be unjust after considering the “best interests of the child and the circumstances of each parent”
 - Such circumstances include, but are not limited to:
 - leaving insufficient funds in the custodial parent's household to meet the basic needs of the child
 - comparative hardship to the affected households
 - assets or liabilities
 - any involuntary limits on either parent's earning capacity including incarceration, disabilities, or incapacity.
 - Good cause: substantial wealth, children with day care expenses, special medical need, educational need, psychological need, and larger families

29

Part III: Health Care, Day Care, and Special Child Rearing Expenses

Expenses for the Child(ren)

RCW 26.19.080

Once you get the basic support obligation, time to add on proportionate share of expenses

- (2) Health care costs are *not included* in the economic table. Monthly health care costs shall be shared by the parents in the same proportion as the basic child support obligation. [amended in 2009 by §5 of ESHB 1794]
- (3) Day care and special child rearing expenses, such as tuition and long-distance transportation costs to and from the parents for visitation purposes, are *not included* in the economic table. These expenses shall be shared by the parents in the same proportion as the basic child support obligation.

31

Health Care, Day Care, and Special Child Rearing Expenses

RCW 26.09.105(15)

Health Care:

- “When a parent is providing health insurance coverage at the time the order is entered, the premium shall be included in the worksheets for the calculation of child support under chapter [26.19](#) RCW.”

Daycare/child care:

- Must I use actual amounts paid?
- Averages? Estimates? Guesses?

Extracurricular:

- Should they be in agreement?

Should we put all expenses in this Part, or deal with them outside of the Worksheet?

- Proportional shares
- Sum certain amount included in the transfer payment?

32

Part VI

Line 17: Standard Calculation

Standard Calculation = Basic Support Obligation after application of low-income limitations and after application of obligations/credits for Part III expenses

Standard Calculation *sometimes* = Transfer Payment

BUT FIRST ...

Do we need to apply the 45% Limitation?

Any reasons for deviations?

- Up?
- Down?

Part XIII: Deviations

Standards for deviation

RCW 26.19.075

- Reasons for deviation from the standard calculation include but are not limited to the following:
 - Sources of income and tax planning
 - Nonrecurring income
 - Debt and high expenses
 - Residential schedule
 - Children from other relationships

This explains why you have to provide all that information in Part VIII of the Worksheet!

35

Standards for Deviation

RCW 26.19.075

- The presumptive amount of support shall be determined according to the child support schedule.
- All income and resources of the parties before the court, new spouses or new domestic partners, and other adults in the households shall be disclosed and considered as provided in this section.
- Unless **specific reasons for deviation** are set forth in the written findings of fact and are **supported by the evidence**, the court shall order each parent to pay the amount of support determined by using the standard calculation

36

Standards for Deviation

RCW 26.19.075

- The court **shall enter findings that specify reasons** for any deviation or any denial of a party's request for any deviation from the standard calculation
- The court shall not consider reasons for deviation **until** the court determines the standard calculation for each parent.
- When reasons exist for deviation, the court shall **exercise discretion** in considering the extent to which the factors would affect the support obligation.
- Agreement of the parties is **not by itself adequate reason** for any deviations from the standard calculation.

37

Children From Other Relationships

Whole Family Formula and Blended Family Formula

- Everybody's favorite deviation
 - Children From Other Relationships
 - "Children Not Before the Court"
- What method should I use to calculate my deviation?
 - Whole Family Formula
 - Blended Family Formula
 - Others
- Where in the WSCSS do I find the Whole Family Formula?

38

The Whole Family Formula

the DCS Method, but not “the law”

- First, determine the Basic Support Obligation (BSO) after calculating low income limitations through line 9 of the Worksheet, using only those children for whom the child support obligation is being determined.
- Then, using a *separate* worksheet, calculate a secondary Basic Support Obligation based on the total number of Non Custodial Parent’s **biological and legal children** through line 9 of the worksheet to get Non Custodial Parent’s Basic Support Obligation for the children on the case after applying the low income limitations.
 - Subtract BSO #2 from BSO #1 to get the amount of the deviation.
 - Now add on NCP’s proportionate share of medical support and expenses.

**WASHINGTON STATE CHILD SUPPORT SCHEDULE
ECONOMIC TABLE**
MONTHLY BASIC SUPPORT OBLIGATION PER CHILD
(KEY: A = AGE 0-14 B = AGE 12-18)

Combined Monthly Net Income	One Child Family		Two Children Family		Three Children Family		Four Children Family	
	A	B	A	B	A	B	A	B
1000	220	212	171	211	143	177	121	146
1100	242	239	183	232	157	194	133	164
1200	264	256	205	255	171	211	144	179
1300	285	272	221	274	185	228	156	193
1400	307	279	235	294	199	246	168	208
1500	327	404	254	313	212	262	179	221
1600	347	426	269	333	225	278	190	235
1700	367	453	285	352	238	294	201	248
1800	387	478	300	371	251	310	212	262
1900	407	503	316	380	264	326	223	275
2000	427	527	331	400	277	342	234	289
2100	447	552	347	420	290	358	245	303
2200	467	577	362	446	302	374	256	316
2300	487	601	378	467	315	390	267	330
2400	506	626	393	486	328	406	278	343
2500	526	650	408	505	341	421	289	356
2600	544	681	416	513	346	428	293	362
2700	562	670	421	528	351	435	298	366
2800	546	679	427	529	358	440	301	372
2900	555	686	431	532	360	446	305	376
3000	551	682	426	525	354	440	308	380
3100	556	689	439	543	367	453	310	383
3200	566	694	445	546	366	451	312	386

Which children get counted for Whole Family Formula?

- DCS counts Non Custodial Parent’s children as follows:
 - Children for whom support is being considered
 - Children for whom Non Custodial Parent has a legal support obligation:
 - biological children if parentage is presumed, acknowledged, or adjudicated
 - adopted children
- DCS does **not** count these children:
 - biological children for whom no legal support obligation exists
 - stepchildren, even in the Non Custodial Parent’s household
 - Custodial Parent’s children from other relationships
- Your results may differ

Does it matter how much NCP's other child support orders are?

- Nope.
- Whole Family Formula only looks at size of family, it does not look at support obligations for other children.
- *In re Marriage of Bell*, 101 Wn.App. 366, 4 P.3d 849 (Div 1, 2000), provides that subtracting other support obligations from net income “contravenes the purpose of the child support statute and was an abuse of discretion.” 101 Wn.App. 366, 371.

41

Deviation Based on Residential Schedule

RCW 26.19.075(1)(d):

- The court may deviate from the standard calculation if the child spends a *significant amount of time* with the parent who is obligated to make a support transfer payment.
 - **No deviation if** the deviation **will result in insufficient funds** in the Custodial Parent's household to meet the basic needs of the child or if the **child is receiving TANF**.

42

So, how do we calculate the residential schedule deviation?

43

Statutory guidance ...

- “When determining the amount of the deviation, the court shall consider evidence concerning the increased expenses to a parent making support transfer payments resulting from the significant amount of time spent with that parent and shall consider the decreased expenses, if any, to the party receiving the support resulting from the significant amount of time the child spends with the parent making the support transfer payment.”

RCW 26.19.075(1)(d)

44

Document the reason for deviation

- ORS Section 3.7 (and maybe 3.8):
 - “The child support amount ordered in paragraph 3.5 deviates from the standard calculation for the following reasons ...”
 - **DON'T FORGET:** “The factual basis for these reasons is as follows ...”
- Line 26 of the WSCSS Worksheet is an excellent place to put all of the supporting information for a child support order

45

Income of someone else in the household

- The court may grant a deviation based on **income of a new spouse or domestic partner** if the parent who is married to the new spouse or in a partnership with a new domestic partner is asking for a deviation based on any other reason – the income of the new spouse or domestic partner is not, by itself, a sufficient reason for deviation.
- The court may grant a deviation based on **income of other adults in the household** if the parent who resides in that household is asking for a deviation based on any other reason – the income of other adults in the household is not, by itself, a sufficient reason to deviate.

46

Deviation Granted or Not? Deviation Requested or Not?

- Paragraph 3.7 of ORS provides a nonexclusive list of reasons for deviating from the standard calculation
 - Agreement of the parties is not enough!
 - It's not enough to just provide the reason, you must also provide the facts supporting the reason.
- Paragraph 3.8 of ORS explains why a request for deviation was denied
 - N/A – deviation was ordered
 - N/A – no deviation requested
 - Deviation denied because
 - No good reason
 - Other

47

Deviations: Pros and Cons

- Deviations let the court tailor the support obligation to the specific situation of the parties in each particular case
- A parent may show that strict application of the guidelines would be unjust or inappropriate in his/her particular case

But ...

- There's no way to predict what the deviation amount will be because there's no formula set out in statute

48

Scenarios

Scenario 1

Father grosses \$2600.00 per month. Mother grosses \$1615.00 per month. They have two children, Ana, who is 6 and Sarah, who is 12. Neither of them have health insurance available for the children. The children are not in day care.

1. Follow the steps in the worksheet, and use the Washington State Child Support Schedule Economic Table.
2. If Mother is the Custodial Parent (CP), how much child support will Father pay?
3. If Father is the Custodial Parent, how much child support will Mother pay?
4. Where does the Self-Support Reserve (SSR) come in on this scenario?
5. Why is 45% of the net income calculated on line 18?
6. Why is 25% of the parents' basic support obligations calculated on line 19?

Scenario 2

Father grosses \$4362.00 per month, and mother grosses \$2,804. Same number of children and ages as above. Father also pays support for Jesse, age 14, from another relationship. Father pays \$230.00 per month for insurance for these children, and the mother pays for Ana's before and after school day care at \$300.00 per month, which includes summer camp when school is out.

Calculate the child support amounts, to include the day care and health insurance costs, and factor in a deviation for father's other child.

51

Where Can I find ...

Resources

- Washington State Child Support Schedule, Chapter 26.19 RCW
<http://apps.leg.wa.gov/rcw/default.aspx?cite=26.19>
- All Domestic Relations Court Forms
<http://www.courts.wa.gov/forms/?fa=forms.static&staticID=14#DomRelations>
- Court Forms for Child Support
<http://www.courts.wa.gov/forms/?fa=forms.contribute&formID=51>
- Online Resources
 - www.washingtonlawhelp.org
 - www.advocateresourcecenter.org

53

Questions?

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WASHINGTON STATE CHILD SUPPORT SCHEDULE

Including:

- Definitions and Standards
- Instructions
- Economic Table
- Worksheets

Effective Dates:

Definitions & Standards	July 24, 2015
Instructions - only	August 26, 2013
Economic Table	October 1, 2009
Worksheets	July 24, 2015



**WASHINGTON
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ADMINISTRATIVE OFFICE OF THE COURTS

Order forms--voice mail telephone number **(360) 705-5328**
Internet--download forms: <http://www.courts.wa.gov/>
Questions about the Instructions or Worksheets? Contact: Merrie Gough
Tel. (360) 357-2128 Fax (360) 956-5794
E-mail merrie.gough@courts.wa.gov or webmaster@courts.wa.gov

Child Support Hotline, State DSHS, 1 (800) 442-KIDS

WASHINGTON STATE CHILD SUPPORT SCHEDULE DEFINITIONS AND STANDARDS

Definitions

Unless the context clearly requires otherwise, these definitions apply to the standards following this section. RCW 26.19.011.

Basic child support obligation: means the monthly child support obligation determined from the economic table based on the parties' combined monthly net income and the number of children for whom support is owed.

Child support schedule: means the standards, economic table, worksheets and instructions, as defined in chapter 26.19 RCW.

Court: means a superior court judge, court commissioner, and presiding and reviewing officers who administratively determine or enforce child support orders.

Deviation: means a child support amount that differs from the standard calculation.

Economic table: means the child support table for the basic support obligation provided in RCW 26.19.020.

Instructions: means the instructions developed by the Administrative Office of the Courts pursuant to RCW 26.19.050 for use in completing the worksheets.

Standards: means the standards for determination of child support as provided in chapter 26.19 RCW.

Standard calculation: means the presumptive amount of child support owed as determined from the child support schedule before the court considers any reasons for deviation.

Support transfer payment: means the amount of money the court orders one parent to pay to another parent or custodian for child support after determination of the standard calculation and deviations. If certain expenses or credits are expected to fluctuate and the order states a formula or percentage to determine the additional amount or credit on an ongoing basis, the term "support transfer payment" does not mean the additional amount or credit.

Worksheets: means the forms developed by the Administrative Office of the Courts pursuant to RCW 26.19.050 for use in determining the amount of child support.

Application Standards

1. Application of the support schedule: The child support schedule shall be applied:
 - a. in each county of the state;
 - b. in judicial and administrative proceedings under titles 13, 26 and 74 RCW;
 - c. in all proceedings in which child support is determined or modified;
 - d. in setting temporary and permanent support;
 - e. in automatic modification provisions or decrees entered pursuant to RCW 26.09.100; and
 - f. in addition to proceedings in which child support is

determined for minors, to adult children who are dependent on their parents and for whom support is ordered pursuant to RCW 26.09.100.

The provisions of RCW 26.19 for determining child support and reasons for deviation from the standard calculation shall be applied in the same manner by the court, presiding officers and reviewing officers. RCW 26.19.035(1).

2. Written findings of fact supported by the evidence: An order for child support shall be supported by written findings of fact upon which the support determination is based and shall include reasons for any deviation from the standard calculation and reasons for denial of a party's request for deviation from the standard calculation. RCW 26.19.035(2).
3. Completion of worksheets: Worksheets in the form developed by the Administrative Office of the Courts shall be completed under penalty of perjury and filed in every proceeding in which child support is determined. The court shall not accept incomplete worksheets or worksheets that vary from the worksheets developed by the Administrative Office of the Courts. RCW 26.19.035(3).
4. Court review of the worksheets and order: The court shall review the worksheets and the order setting child support for the adequacy of the reasons set forth for any deviation or denial of any request for deviation and for the adequacy of the amount of support ordered. Each order shall state the amount of child support calculated using the standard calculation and the amount of child support actually ordered. Worksheets shall be attached to the decree or order or if filed separately, shall be initialed or signed by the judge and filed with the order. RCW 26.19.035(4).

Income Standards

1. Consideration of all income: All income and resources of each parent's household shall be disclosed and considered by the court when the court determines the child support obligation of each parent. Only the income of the parents of the children whose support is at issue shall be calculated for purposes of calculating the basic support obligation. Income and resources of any other person shall not be included in calculating the basic support obligation. RCW 26.19.071(1).
2. Verification of income: Tax returns for the preceding two years and current paystubs shall be provided to verify income and deductions. Other sufficient verification shall be required for income and deductions which do not appear on tax returns or paystubs. RCW 26.19.071(2).
3. Income sources included in gross monthly income: Monthly gross income shall include income from any source, including: salaries; wages; commissions; deferred compensation; overtime, except as excluded from income in RCW 26.19.071(4)(h); contract-related benefits; income from second jobs except as excluded from income in RCW 26.19.071(4)(h); dividends; interest; trust income; severance pay; annuities; capital gains; pension retirement benefits; workers' compensation; unemployment benefits; maintenance actually received; bonuses; social security benefits; disability insurance benefits;

and income from self-employment, rent, royalties, contracts, proprietorship of a business, or joint ownership of a partnership or closely held corporation. RCW 26.19.071(3).

Veterans' disability pensions: Veterans' disability pensions or regular compensation for disability incurred in or aggravated by service in the United States armed forces paid by the Veterans' Administration shall be disclosed to the court. The court may consider either type of compensation as disposable income for purposes of calculating the child support obligation. See RCW 26.19.045.

4. Income sources excluded from gross monthly income: The following income and resources shall be disclosed but shall not be included in gross income: income of a new spouse or domestic partner or income of other adults in the household; child support received from other relationships; gifts and prizes; temporary assistance for needy families; Supplemental Security Income; general assistance; food stamps; and overtime or income from second jobs beyond forty hours per week averaged over a twelve-month period worked to provide for a current family's needs, to retire past relationship debts, or to retire child support debt, when the court finds the income will cease when the party has paid off his or her debts. Receipt of income and resources from temporary assistance for needy families, Supplemental Security Income, general assistance and food stamps shall not be a reason to deviate from the standard calculation. RCW 26.19.071(4).

VA aid and attendant care: Aid and attendant care payments to prevent hospitalization paid by the Veterans Administration solely to provide physical home care for a disabled veteran, and special compensation paid under 38 U.S.C. Sec. 314(k) through (r) to provide either special care or special aids, or both to assist with routine daily functions shall be disclosed. The court may not include either aid or attendant care or special medical compensation payments in gross income for purposes of calculating the child support obligation or for purposes of deviating from the standard calculation. See RCW 26.19.045.

Other aid and attendant care: Payments from any source, other than veterans' aid and attendance allowance or special medical compensation paid under 38 U.S.C. Sec. 314(k) through (r) for services provided by an attendant in case of a disability when the disability necessitates the hiring of the services or an attendant shall be disclosed but shall not be included in gross income and shall not be a reason to deviate from the standard calculation. RCW 26.19.055.

5. Determination of net income: The following expenses shall be disclosed and deducted from gross monthly income to calculate net monthly income: federal and state income taxes (see the following paragraph); federal insurance contributions act deductions (FICA); mandatory pension plan payments; mandatory union or professional dues; state industrial insurance premiums; court-ordered maintenance to the extent actually paid; up to five thousand dollars per year in voluntary retirement contributions actually made if the contributions show a pattern of contributions during the one-year period preceding the action establishing the child support order unless there is a determination that the contributions were made for the purpose of reducing child support; and normal business expenses and self-employment taxes for self-employed persons. Justification shall be required for any business expense deduction about

which there is a disagreement. Items deducted from gross income shall not be a reason to deviate from the standard calculation. RCW 26.19.071(5).

Allocation of tax exemptions: The parties may agree which parent is entitled to claim the child or children as dependents for federal income tax exemptions. The court may award the exemption or exemptions and order a party to sign the federal income tax dependency exemption waiver. The court may divide the exemptions between the parties, alternate the exemptions between the parties or both. RCW 26.19.100.

6. Imputation of income: The court shall impute income to a parent when the parent is voluntarily unemployed or voluntarily underemployed. The court shall determine whether the parent is voluntarily underemployed or voluntarily unemployed based upon that parent's work history, education, health and age or any other relevant factors. A court shall not impute income to a parent who is gainfully employed on a full-time basis, unless the court finds that the parent is voluntarily underemployed and finds that the parent is purposely underemployed to reduce the parent's child support obligation. Income shall not be imputed for an unemployable parent. Income shall not be imputed to a parent to the extent the parent is unemployed or significantly underemployed due to the parent's efforts to comply with court-ordered reunification efforts under chapter 13.34 RCW or under a voluntary placement agreement with an agency supervising the child. In the absence of records of a parent's actual earnings, the court shall impute a parent's income in the following order of priority:
- (a) Full-time earnings at the current rate of pay;
 - (b) Full-time earnings at the historical rate of pay based on reliable information, such as employment security department data;
 - (c) Full-time earnings at a past rate of pay where information is incomplete or sporadic;
 - (d) Full-time earnings at minimum wage in the jurisdiction where the parent resides if the parent has a recent history of minimum wage earnings, is recently coming off public assistance, general assistance-unemployable, supplemental security income, or disability, has recently been released from incarceration, or is a high school student;
 - (e) Median net monthly income of year-round full-time workers as derived from the United States bureau of census, current population reports, or such replacement report as published by the bureau of census. (See "Approximate Median Net Monthly Income" table on page 6.)
- RCW 26.19.071(6).

Allocation Standards

1. Basic child support: The basic child support obligation derived from the economic table shall be allocated between the parents based on each parent's share of the combined monthly net income. RCW 26.19.080(1).
2. Health care expenses: Health care costs are not included in the economic table. Monthly health care costs shall be shared by the parents in the same proportion as the basic support obligation. Health care costs shall include, but not be limited to, medical,

dental, orthodontia, vision, chiropractic, mental health treatment, prescription medications, and other similar costs for care and treatment. RCW 26.19.080(2).

3. Day care and special child rearing expenses: Day care and special child rearing expenses, such as tuition and long distance transportation costs to and from the parents for visitation purposes, are not included in the economic table. These expenses shall be shared by the parents in the same proportion as the basic child support obligation. RCW 26.19.080(3).
4. The court may exercise its discretion to determine the necessity for and the reasonableness of all amounts ordered in excess of the basic child support obligation. RCW 26.19.080(4).

Limitations Standards

1. Limit at 45 percent of a parent's net income: Neither parent's child support obligation owed for all his or her biological or legal children may exceed 45 percent of net income except for good cause shown.
 - a. Each child is entitled to a pro rata share of the income available for support, but the court only applies the pro rata share to the children in the case before the court.
 - b. Before determining whether to apply the 45 percent limitation, the court must consider the best interests of the child(ren) and the circumstances of each parent. Such circumstances include, but are not limited to, leaving insufficient funds in the custodial parent's household to meet the basic needs of the child(ren), comparative hardship to the affected households, assets or liabilities, and any involuntary limits on either parent's earning capacity including incarceration, disabilities, or incapacity.
 - c. Good cause includes, but is not limited to, possession of substantial wealth, child(ren) with day care expenses, special medical need, educational need, psychological need, and larger families. RCW 26.19.065(1).
2. Presumptive minimum support obligation: When a parent's monthly net income is below 125% of the federal poverty guideline, a support order of not less than fifty dollars per child per month shall be entered unless the obligor parent establishes that it would be unjust to do so in that particular case. The decision whether there is a sufficient basis to go below the presumptive minimum payment must take into consideration the best interests of the child(ren) and circumstances of each parent. Such circumstances can include leaving insufficient funds in the custodial parent's household to meet the basic needs of the child(ren), comparative hardship to the affected households, assets or liabilities, and earning capacity. RCW 26.19.065(2)(a).
3. Self-support reserve: The basic support obligation of the parent making the transfer payment, excluding health care, day care, and special child-rearing expenses, shall not reduce his or her net income below the self-support reserve of 125% of the federal poverty level, except for the presumptive minimum payment of fifty dollars per child per month or when it would be unjust to apply the self-support reserve limitation after considering the best interests of the child(ren) and the circumstances of each parent. Such circumstances include, but are not limited to,

leaving insufficient funds in the custodial parent's household to meet the basic needs of the child(ren), comparative hardship to the affected households, assets or liabilities, and earning capacity. This section shall not be construed to require monthly substantiation of income. (See the Self-Support Reserve memorandum on the courts' website www.courts.wa.gov/forms and at www.WashingtonLawHelp.org.) RCW 26.19.065(2)(b).

4. Income above twelve thousand dollars: The economic table is presumptive for combined monthly net incomes up to and including twelve thousand dollars. When combined monthly net income exceeds twelve thousand dollars, the court may exceed the maximum presumptive amount of support upon written findings of fact. RCW 26.19.065(3).

Deviation Standards

1. Reasons for deviation from the standard calculation include but are not limited to the following:
 - a. Sources of income and tax planning: The court may deviate from the standard calculation after consideration of the following:
 - i. Income of a new spouse or new domestic partner if the parent who is married to the new spouse or the parent who is in a domestic partnership with the new domestic partner is asking for a deviation based on any other reason. Income of a new spouse or domestic partner is not, by itself, a sufficient reason for deviation;
 - ii. Income of other adults in the household if the parent who is living with the other adult is asking for a deviation based on any other reason. Income of the other adults in the household is not, by itself, a sufficient reason for deviation;
 - iii. Child support actually received from other relationships;
 - iv. Gifts;
 - v. Prizes;
 - vi. Possession of wealth, including but not limited to savings, investments, real estate holdings and business interests, vehicles, boats, pensions, bank accounts, insurance plans or other assets;
 - vii. Extraordinary income of a child; or
 - viii. Tax planning considerations. A deviation for tax planning may be granted only if child(ren) would not receive a lesser economic benefit due to the tax planning;
 - ix. Income that has been excluded under RCW 26.19.071(4)(h) if the person earning that income asks for a deviation for any other reason. RCW 26.19.075(1)(a)
 - b. Nonrecurring income: The court may deviate from the standard calculation based on a finding that a particular source of income included in the calculation of the basic support obligation is not a recurring source of income. Depending on the circumstances, nonrecurring income may include overtime, contract-related benefits, bonuses or income from second jobs. Deviations for nonrecurring income shall be based on a review of the nonrecurring income received in the previous two calendar years. RCW 26.19.075(1)(b).

- c. **Debt and high expenses:** The court may deviate from the standard calculation after consideration of the following expenses:
- i. Extraordinary debt not voluntarily incurred;
 - ii. A significant disparity in the living costs of the parents due to conditions beyond their control;
 - iii. Special needs of disabled child(ren); or
 - iv. Special medical, educational or psychological needs of the child(ren).
 - v. Costs anticipated to be incurred by the parents in compliance with court-ordered reunification efforts under chapter 13.34 RCW or under a voluntary placement agreement with an agency supervising the child. RCW 26.19.075(1)(c).

- d. **Residential schedule:** The court may deviate from the standard calculation if the child(ren) spend(s) a significant amount of time with the parent who is obligated to make a support transfer payment. The court may not deviate on that basis if the deviation will result in insufficient funds in the household receiving the support to meet the basic needs of the child or if the child is receiving temporary assistance for needy families. When determining the amount of the deviation, the court shall consider evidence concerning the increased expenses to a parent making support transfer payments resulting from the significant amount of time spent with that parent and shall consider the decreased expenses, if any, to the party receiving the support resulting from the significant amount of time the child spends with the parent making the support transfer payment. RCW 26.19.075(1)(d).

- e. **Children from other relationships:** The court may deviate from the standard calculation when either or both of the parents before the court have children from other relationships to whom the parent owes a duty of support.
- i. The child support schedule shall be applied to the parents and children of the family before the court to determine the presumptive amount of support.
 - ii. Children from other relationships shall not be counted in the number of children for purposes of determining the basic support obligation and the standard calculation.
 - iii. When considering a deviation from the standard calculation for children from other relationships, the court may consider only other children to whom the parent owes a duty of support. The court may consider court-ordered payments of child support for children from other relationships only to the extent that the support is actually paid.
 - iv. When the court has determined that either or both parents have children from other relationships, deviations under this section shall be based on consideration of the total circumstances of both households. All child support obligations paid, received, and owed for all children shall be disclosed and considered. RCW 26.19.075(1)(e).

2. All income and resources of the parties before the court, new spouses or domestic partners, and other adults in the household shall be disclosed and considered as provided. The presumptive amount of support shall be determined according to the child support schedule. Unless specific reasons for deviation are set forth in the written findings of fact and are supported by the evidence, the court shall order each parent to pay the amount of support determined by using the standard calculation. RCW 26.19.075(2).

3. The court shall enter findings that specify reasons for any deviation or any denial of a party's request for any deviation from the standard calculation made by the court. The court shall not consider reasons for deviation until the court determines the standard calculation for each parent. RCW 26.19.075(3).
4. When reasons exist for deviation, the court shall exercise discretion in considering the extent to which the factors would affect the support obligation. RCW 26.19.075(4).
5. Agreement of the parties is not by itself adequate reason for any deviations from the standard calculations. RCW 26.19.075(5).

Benefits paid that apply toward a person's child support obligation

If an injured worker, person with disabilities, deceased person, retired person, or veteran who owes a child support obligation receives one of these benefits:

- Department of Labor and Industries payments
- Self-Insurer's payment
- Social Security Administration:
 - Social Security disability dependency benefits
 - Retirement benefits
 - Survivors insurance benefits
- Veteran's Administration benefits

and shows that the child or the child's household receives a payment from those benefits, then, the amount of the payment made on behalf of the child or on account of the child applies toward the person's child support obligation for the same period covered by the benefit.

Post-Secondary Education Standards

1. The child support schedule shall be advisory and not mandatory for post-secondary educational support. RCW 26.19.090(1)
2. When considering whether to order support for post-secondary educational expenses, the court shall determine whether the child is in fact dependent and is relying upon the parents for the reasonable necessities of life. The court shall exercise its discretion when determining whether and for how long to award post-secondary educational support based upon consideration of factors that include but are not limited to the following: age of the child; the child's needs; the expectations of the parties for their child(ren) when the parents were together; the child(ren)'s prospects, desires, aptitudes, abilities or disabilities; the nature of the post-secondary education sought and the parent's level of education, standard of living and current and future resources. Also to be considered are the amount and type of support that the child would have been afforded if the parents had stayed together. RCW 26.19.090(2).
3. The child must enroll in an accredited academic or vocational school, must be actively pursuing a course of study commensurate with the child's vocational goals and must be in good academic standing as defined by the institution. The court-ordered post-secondary educational support shall be automatically suspended during the period or periods the child fails to comply with these conditions. RCW 26.19.090(3).
4. The child shall also make available all academic records and grades to both parents as a condition of receiving post-secondary educational support. Each parent shall have full and equal

access to the post-secondary education records as provided by statute (RCW 26.09.225). RCW 26.19.090(4).

5. The court shall not order the payment of post-secondary educational expenses beyond the child's twenty-third birthday, except for exceptional circumstances, such as mental, physical or emotional disabilities. RCW 26.19.090(5).
6. The court shall direct that either or both parents' payments for post-secondary educational expenses are made directly to the educational institution if feasible. If direct payments are not feasible, then the court in its discretion may order that either or both parents' payments are made directly to the child if the child does not reside with either parent. If the child resides with one of the parents, the court may direct that the parent making the support transfer payments make the payments to the child or to the parent who has been receiving the support transfer payments. RCW 26.19.090(6).

WASHINGTON STATE CHILD SUPPORT SCHEDULE

INSTRUCTIONS FOR WORKSHEETS

Worksheets:

Fill in the names and ages of only those children whose support is at issue.

Part I: Income

Pursuant to INCOME STANDARD #1: Consideration of all income, “only the income of the parents of the child(ren) whose support is at issue shall be calculated for purposes of calculating the basic support obligation.” (See page 1.)

Pursuant to INCOME STANDARD #2: Verification of income, “tax returns for the preceding two years and current paystubs are required for income verification purposes. Other sufficient verification shall be required for income and deductions which do not appear on tax returns or paystubs.” (See page 1.)

Gross Monthly Income

Gross monthly income is defined under INCOME STANDARD #3: Income sources included in gross monthly income. (See page 1.)

Income exclusions are defined under INCOME STANDARD #4: Income sources excluded from gross monthly income. (See page 2.) Excluded income must be disclosed and listed in Part VIII of the worksheets.

Monthly Average of Income:

- If income varies during the year, divide the annual total of the income by 12.
- If paid weekly, multiply the weekly income by 52 and divide by 12.
- If paid every other week, multiply the two-week income by 26 and divide by 12.
- If paid twice a month (bi-monthly), multiply the bi-monthly income by 24 and divide by 12.

LINE 1a, Wages and Salaries: Enter the average monthly total of all salaries, wages, contract-related benefits, bonuses, and income from overtime and second jobs that is not excluded from income by RCW 26.19.071(4)(h).

LINE 1b, Interest and Dividend Income: Enter the average monthly total of dividends and interest income.

LINE 1c, Business Income: Enter the average monthly income from self-employment, rent, royalties, contracts, proprietorship of a business, or joint ownership of a partnership or closely held corporation.

LINE 1d, Maintenance Received: Enter the monthly amount of maintenance actually received.

LINE 1e, Other Income: Enter the average monthly total of other income. (Other income includes, but is not limited to: trust income, severance pay, annuities, capital gains, pension retirement benefits, workers compensation, unemployment benefits, social security benefits and disability insurance benefits.)

LINE 1f, Imputed Income: Enter the imputed gross monthly income for a parent who is voluntarily unemployed, underemployed or if you do not have records of a parent’s actual earnings. Refer to “INCOME STANDARD #6: Imputation of income.” (See page 2.) Impute income using the first method possible based on the information you have in the following order:

Calculate full-time earnings using either:

1. Current rate of pay;
2. Historical rate of pay based on reliable information;
3. Past rate of pay, if current information is incomplete or sporadic; or
4. Minimum wage where the parent lives when the parent has a history of minimum wage or government assistance is recently released from incarceration or is a high school student.

Historical rate of pay information may be available from the Division of Child Support. Use form 18-701: “Request for Income Information for Purposes of Entering a Child Support Order”, available online at: <http://www.dshs.wa.gov/dcs/Resources/Forms.asp>

If you impute income using one of the four methods, above, enter the amount in line 1f. Also, in line 26 of the Worksheets, explain which method you used to impute income and how you calculated the amount of imputed income.

If you cannot use any of the above methods, impute the parent’s net monthly income using the table below, and enter the appropriate amount for the parent’s age and gender **on line 1f and on line 3**. The table, below, shows net income, after deductions. So if you impute using this table, you will not enter any deductions on the worksheet under line 2. Leave lines 2a through 2i blank. For this parent, go to line 4. Also, in line 26 of the Worksheets, explain that net income was imputed using the Approximate Median Net Monthly Income Table.

Approximate Median Net Monthly Income

MALE	age	FEMALE
\$1,832	15-24	\$1,632
\$2,804	25-34	\$2,446
\$3,448	35-44	\$2,693
\$3,569	45-54	\$2,714
\$3,735	55-64	\$2,814
\$4,084	65 +	\$2,960

U.S. Census Bureau, Current Population Survey, 2009 Annual Social and Economic Supplement, Table PINC-01. Selected Characteristics of People 15 Years Old and Over by Total Money Income in 2008, Work Experience in 2008, Race, Hispanic Origin, and Sex, Worked Full Time, Year Round.

[Net income has been determined by subtracting FICA (7.65 percent) and the tax liability for a single person (one withholding allowance).]

LINE 1g, Total Gross Monthly Income: Add the monthly income amounts for each parent (lines 1a through 1f) and enter the totals on line 1g.

Monthly Deductions from Gross Income

Allowable monthly deductions from gross income are defined under INCOME STANDARD #5: Determination of net income. (See page 2.)

Monthly Average of Deductions: If a deduction is annual or varies during the year, divide the annual total of the deduction by 12 to determine a monthly amount.

LINE 2a, Income Taxes: Enter the monthly amount actually owed for state and federal income taxes. (The amount of income tax withheld on a paycheck may not be the actual amount of income tax owed due to tax refund, etc. It is appropriate to consider tax returns from prior years as indicating the actual amount of income tax owed if income has not changed.)

LINE 2b, FICA/Self Employment Taxes: Enter the total monthly amount of FICA, Social Security, Medicare and Self-employment taxes owed.

LINE 2c, State Industrial Insurance Deductions: Enter the monthly amount of state industrial insurance deductions.

LINE 2d, Mandatory Union/Professional Dues: Enter the monthly cost of mandatory union or professional dues.

LINE 2e, Mandatory Pension Plan Payments: Enter the monthly cost of mandatory pension plan payments amount.

LINE 2f, Voluntary Retirement Contributions: Enter the monthly cost of voluntary Retirement Contributions. Divide the amount of the voluntary retirement contribution, up to \$5,000 per year, by 12 to calculate the monthly cost. (For more information regarding limitations on the allowable deduction of voluntary retirement contributions, refer to INCOME STANDARD #5: Determination of net income. See page 2.)

LINE 2g, Maintenance Paid: Enter the monthly amount of maintenance actually paid pursuant to a court order.

LINE 2h, Normal Business Expenses: If self-employed, enter the amount of normal business expenses. (Pursuant to INCOME STANDARD #5: Determination of net income, “justification shall be required for any business expense deduction about which there is a disagreement.” See page 2.)

LINE 2i, Total Deductions From Gross Income: Add the monthly deductions for each parent (lines 2a through 2h) and enter the totals on line 2i.

LINE 3, Monthly Net Income: For each parent, subtract total deductions (line 2i) from total gross monthly income (line 1g) and enter these amounts on line 3.

LINE 4, Combined Monthly Net Income: Add the parents’ monthly net incomes (line 3) and enter the total on line 4.

LINE 5, Basic Child Support Obligation: In the work area provided on line 5, enter the basic support obligation amount determined for each child. Add these amounts together and enter the total in the box on line 5. (To determine a per child basic support obligation, see the following economic table instructions.)

Economic Table Instructions

To use the Economic Table to determine an individual support amount for each child:

- **Locate in the left-hand column the combined monthly net income amount closest to the amount entered on line 4 of Worksheet** (round up when the combined monthly net income falls halfway between the two amounts in the left-hand column);
- **Locate on the top row the family size for the number of children for whom child support is being determined** (when determining family size for the required worksheets, do not include child(ren) from other relationships); and
- **circle the two numbers in the columns listed below the family size that are across from the net income.** The amount in the “A” column is the basic support amount for a child up to age 11. The amount in the “B” column is the basic support amount for a child 12 years of age or older.

LINE 6, Proportional Share of Income: Divide the monthly net income for each parent (line 3) by the combined monthly net income (line 4) and enter these amounts on line 6. (The entries on line 6 when added together should equal 1.00.)

Part II: Basic Child Support Obligation

LINE 7, Each Parent's Basic Child Support Obligation without consideration of low income limitations: Multiply the total basic child support obligation (amount in box on line 5) by the income share proportion for each parent (line 6) and enter these amounts on line 7. (The amounts entered on line 7 added together should equal the amount entered on line 5.)

LINE 8, Calculating low income limitations: Fill in only those that apply:

To calculate the low-income limitation standards in lines 8b and 8c, you will need to know the self-support reserve amount, which is 125 % of the current federal poverty guideline. As of January 20, 2011, self-support reserve is \$1,134. The guideline and self-support reserve change roughly annually. To check the current self-support reserve amount go to the courts' web site at: www.courts.wa.gov, or go to www.WashingtonLawHelp.org. Enter the self-support reserve amount in the space provided in line 8. (For more information, see Limitation Standard #2 on page 3 of the Definitions and Standards.)

8a. Is combined net income less than \$1,000? If combined net monthly income on line 4 is less than \$1,000, enter each parent's presumptive support obligation of \$50 per child. Do not enter an amount on line 8a if combined income on line 4 is more than \$1,000.

8b. Is monthly net income less than self-support reserve? For each parent whose monthly net income on line 3 is less than the self support reserve, enter the parent's presumptive support obligation of \$50 per child. Do not use this box for a parent whose net income on line 3 is greater than the self-support reserve.

8c. Is monthly net income equal to or more than self-support reserve? Subtract the self-support reserve from line 3 and enter this amount or enter \$50 per child whichever is greater. Do not use this box if the amount is greater than the amount in line 7.

LINE 9, Each parent's basic child support obligation after calculating applicable limitations: For each parent, enter the lowest amount from line 7, 8a – 8c, but not less than the presumptive \$50 per child.

Part III: Health Care, Day Care, and Special Child Rearing Expenses

Pursuant to ALLOCATION STANDARD #4: "the court may exercise its discretion to determine the necessity for and the reasonableness of all amounts ordered in excess of the basic child support obligation." (See page 2.)

Pursuant to ALLOCATION STANDARD #2: Health care expenses and #3: Day care and special child rearing expenses, health care, day care, and special child rearing expenses shall be shared by the parents in the same proportion as the basic support obligation. (See page 2.) NOTE: The court order should reflect that health care, day care and special child rearing expenses not listed should be apportioned by the same percentage as the basic child support obligation.

Monthly Average of Expenses: If a health care, day care, or special child rearing expense is annual or varies during the year, divide the annual total of the expense by 12 to determine a monthly amount.

Health Care Expenses

LINE 10a, Monthly Health Insurance Premiums Paid For Child(ren): List the monthly amount paid by each parent for health care insurance for the child(ren) of the relationship. (When determining an insurance premium amount, do not include the portion of the premium paid by an employer or other third party and/or the portion of the premium that covers the parent or other household members.)

LINE 10b, Uninsured Monthly Health Care Expenses Paid For Child(ren): List the monthly amount paid by each parent for the child(ren)'s health care expenses not reimbursed by insurance.

LINE 10c, Total Monthly Health Care Expenses: For each parent add the health insurance premium payments (line 10a) to the uninsured health care payments (line 10b) and enter these amounts on line 10c.

LINE 10d, Combined Monthly Health Care Expenses: Add the parents' total health care payments (line 10c) and enter this amount on line 10d.

Day Care and Special Expenses

LINE 11a, Day Care Expenses: Enter average monthly day care costs.

LINE 11b, Education Expenses: Enter the average monthly costs of tuition and other related educational expenses.

LINE 11c, Long Distance Transportation Expenses: Enter the average monthly costs of long distance travel incurred pursuant to the residential or visitation schedule.

LINE 11d, Other Special Expenses: Identify any other special expenses and enter the average monthly cost of each.

LINE 11e, Total Day Care and Special Expenses: Add the monthly expenses for each parent (lines 11a through 11d) and enter these totals on line 11e.

LINE 12, Combined Monthly Total of Day Care and Special Expenses: Add the parents' total expenses (line 11e) and enter this total on line 12.

LINE 13, Total Health Care, Day Care and Special Expenses: Add the health care expenses (line 10d) to the combined monthly total of day care and special expenses (line 12) and enter this amount on line 13.

LINE 14, Each Parent's Obligation For Health Care, Day Care And Special Expenses: Multiply the total health care, day care, and special expense amount (line 13) by the income proportion for each parent (line 6) and enter these amounts on line 14.

LINE 15, Gross Child Support Obligation: For each parent, add the basic child support obligation (line 9) to the obligation for extraordinary health care, day care and special expenses (line 14). Enter these amounts on line 15.

Part V: Child Support Credits

Child support credits are provided in cases where parents make direct payments to third parties for the cost of goods and services which are included in the standard calculation support obligation (e.g., payments to an insurance company or a day care provider).

LINE 16a, Monthly Health Care Expenses Credit: Enter the total monthly health care expenses amounts from line 10c for each parent.

LINE 16b, Day Care And Special Expenses Credit: Enter the total day care and special expenses amounts from line 11e for each parent.

LINE 16c, Other Ordinary Expense Credit: If approval of another ordinary expense credit is being requested, in the space provided, specify the expense and enter the average monthly cost in the column of the parent to receive the credit. (It is generally assumed that ordinary expenses are paid in accordance with the child(ren)'s residence. If payment of a specific ordinary expense does not follow this assumption, the parent paying for this expense may request approval of an ordinary expense credit. This credit is discretionary with the court.)

LINE 16d, Total Support Credits: For each parent, add the entries on lines 16 a through c and enter the totals on line 16d.

Part VI: Standard Calculation/Presumptive Transfer Payment

LINE 17, For Each Parent: subtract the total support credits (line 16d) from the gross child support obligation (line 15) and enter the resulting amounts on line 17. If the amount is less than \$50 per child for either parent, then enter the presumptive minimum support obligation of \$50 per child, instead of the lower amount.

Part VII: Additional Informational Calculations

LINE 18, 45% of Each Parent's Net Income From Line 3: For each parent, multiply line 3 by .45. Refer to LIMITATIONS Standards #1: Limit at 45% of a parent's net income.

LINE 19, 25% of Each Parent's Basic Support Obligation from Line 9: For each parent, multiply line 9 by .25.

Part VIII: Additional Factors for Consideration

Pursuant to INCOME STANDARD #1: Consideration of all income: "all income and resources of each parent's household shall be disclosed and considered by the court when the court determines the child support obligation of each parent." (See page 1.)

LINE 20 a-h, Household Assets: Enter the estimated present value of assets of the household.

LINE 21, Household Debt: Describe and enter the amount of liens against assets owned by the household and/or any extraordinary debt.

Other Household Income

LINE 22a, Income of Current Spouse or Domestic Partner: If a parent is currently married to or in a domestic partnership with someone other than the parent of the child(ren) for whom support is being determined, list the name and enter the income of the present spouse or domestic partner.

LINE 22b, Income of Other Adults In The Household: List the names and enter the incomes of other adults residing in the household.

LINE 22c, Gross income from overtime or from second jobs the party is asking the court to exclude per INCOME STANDARD #4, Income sources excluded from gross monthly income (see page 2).

LINE 22d, Income of Children: If the amount is considered to be extraordinary, list the name and enter the income of children residing in the home.

LINE 22c, Income from Child Support: List the name of the child(ren) for whom support is received and enter the amount of the support income. Do not include the child(ren) for whom support is being determined.

LINE 22f, Income from Assistance Programs: List the program and enter the amount of any income received from assistance programs. (Assistance programs include, but are not limited to: temporary assistance for needy families, SSI, general assistance, food stamps and aid and attendance allowances.)

LINE 22g, Other Income: Describe and enter the amount of any other income of the household. (Include income from gifts and prizes on this line.)

LINE 23, Nonrecurring Income: Describe and enter the amount of any income included in the calculation of gross income (LINE 1g) which is nonrecurring. (Pursuant to DEVIATION STANDARD #1b: Nonrecurring income, “depending on the circumstances, nonrecurring income may include overtime, contract-related benefits, bonuses or income from second jobs.” See page 3.)

LINE 24, Child Support Owed, Monthly, for Biological or Legal Child(ren): List the names and ages and enter the amount of child support owed for other children, (not the children for whom support is being determined). Is the support paid? Check Yes or No.

LINE 25, Other Child(ren) Living in Each Household: List the names and ages of children, other than those for whom support is being determined, who are living in each household.

LINE 26, Other Factors For Consideration: In the space provided list any other factors that should be considered in determining the child support obligation. (For information regarding other factors for consideration, refer to DEVIATION STANDARDS. See page 3.) Also use this space to explain how you calculated the income and deductions in lines 1 and 2.

Nonparental Custody Cases: When the children do not reside with either parent, the household income and resources of the children’s custodian(s) should be listed on line 26.

**WASHINGTON STATE CHILD SUPPORT SCHEDULE
ECONOMIC TABLE**

MONTHLY BASIC SUPPORT OBLIGATION PER CHILD

(KEY: A = AGE 0-11 B = AGE 12-18)

Combined Monthly Net Income	One Child Family		Two Children Family		Three Children Family		Four Children Family		Five Children Family	
	A	B	A	B	A	B	A	B	A	B
For income less than \$1,000, the obligation is based upon the resources and living expenses of each household. Minimum support shall not be less than \$50 per child per month except when allowed by RCW 26.19.065(2).										
1000	220	272	171	211	143	177	121	149	105	130
1100	242	299	188	232	157	194	133	164	116	143
1200	264	326	205	253	171	211	144	179	126	156
1300	285	352	221	274	185	228	156	193	136	168
1400	307	379	238	294	199	246	168	208	147	181
1500	327	404	254	313	212	262	179	221	156	193
1600	347	428	269	333	225	278	190	235	166	205
1700	367	453	285	352	238	294	201	248	175	217
1800	387	478	300	371	251	310	212	262	185	228
1900	407	503	316	390	264	326	223	275	194	240
2000	427	527	331	409	277	342	234	289	204	252
2100	447	552	347	429	289	358	245	303	213	264
2200	467	577	362	448	302	374	256	316	223	276
2300	487	601	378	467	315	390	267	330	233	288
2400	506	626	393	486	328	406	278	343	242	299
2500	526	650	408	505	341	421	288	356	251	311
2600	534	661	416	513	346	428	293	362	256	316
2700	542	670	421	520	351	435	298	368	259	321
2800	549	679	427	527	356	440	301	372	262	324
2900	556	686	431	533	360	445	305	376	266	328
3000	561	693	436	538	364	449	308	380	268	331
3100	566	699	439	543	367	453	310	383	270	334
3200	569	704	442	546	369	457	312	386	272	336
3300	573	708	445	549	371	459	314	388	273	339
3400	574	710	446	551	372	460	315	389	274	340
3500	575	711	447	552	373	461	316	390	275	341
3600	577	712	448	553	374	462	317	391	276	342
3700	578	713	449	554	375	463	318	392	277	343
3800	581	719	452	558	377	466	319	394	278	344
3900	596	736	463	572	386	477	326	404	284	352
4000	609	753	473	584	395	488	334	413	291	360
4100	623	770	484	598	404	500	341	422	298	368
4200	638	788	495	611	413	511	350	431	305	377
4300	651	805	506	625	422	522	357	441	311	385
4400	664	821	516	637	431	532	364	449	317	392
4500	677	836	525	649	438	542	371	458	323	400
4600	689	851	535	661	446	552	377	467	329	407
4700	701	866	545	673	455	562	384	475	335	414
4800	713	882	554	685	463	572	391	483	341	422
4900	726	897	564	697	470	581	398	491	347	429
5000	738	912	574	708	479	592	404	500	353	437
5100	751	928	584	720	487	602	411	509	359	443
5200	763	943	593	732	494	611	418	517	365	451
5300	776	959	602	744	503	621	425	525	371	458
5400	788	974	612	756	511	632	432	533	377	466
5500	800	989	622	768	518	641	439	542	383	473
5600	812	1004	632	779	527	651	446	551	389	480
5700	825	1019	641	791	535	661	452	559	395	488
5800	837	1035	650	803	543	671	459	567	401	495
5900	850	1050	660	815	551	681	466	575	407	502
6000	862	1065	670	827	559	691	473	584	413	509
6100	875	1081	680	839	567	701	479	593	418	517
6200	887	1096	689	851	575	710	486	601	424	524
6300	899	1112	699	863	583	721	493	609	430	532
6400	911	1127	709	875	591	731	500	617	436	539
6500	924	1142	718	887	599	740	506	626	442	546
6600	936	1157	728	899	607	750	513	635	448	554
6700	949	1172	737	911	615	761	520	643	454	561
6800	961	1188	747	923	623	770	527	651	460	568
6900	974	1203	757	935	631	780	533	659	466	575
7000	986	1218	767	946	639	790	540	668	472	583
7100	998	1233	776	958	647	800	547	677	478	591
7200	1009	1248	785	971	654	809	554	684	484	598
7300	1021	1262	794	982	662	818	560	693	490	605
7400	1033	1276	803	993	670	828	567	701	496	613
7500	1044	1290	812	1004	677	837	574	709	502	620
7600	1055	1305	821	1015	685	846	581	718	507	627
7700	1067	1319	830	1026	692	855	587	726	513	634
7800	1078	1333	839	1037	700	865	594	734	519	642
7900	1089	1346	848	1048	707	874	601	742	525	649
8000	1100	1360	857	1059	714	883	607	750	531	656
8100	1112	1374	865	1069	722	892	614	759	536	663
8200	1123	1387	874	1080	729	901	620	767	542	670
8300	1134	1401	882	1091	736	910	627	775	548	677
8400	1144	1414	891	1101	743	919	633	783	553	684
8500	1155	1428	899	1112	750	928	640	791	559	691
8600	1166	1441	908	1122	758	936	646	799	565	698

8700	1177	1454	916	1133	765	945	653	807	570	705
8800	1187	1467	925	1143	772	954	659	815	576	712
8900	1198	1481	933	1153	779	962	665	822	582	719
9000	1208	1493	941	1163	786	971	672	830	587	726
9100	1219	1506	949	1173	792	980	678	838	593	732
9200	1229	1519	957	1183	799	988	684	846	598	739
9300	1239	1532	966	1193	806	996	691	854	604	746
9400	1250	1545	974	1203	813	1005	697	861	609	753
9500	1260	1557	982	1213	820	1013	703	869	614	759
9600	1270	1570	989	1223	826	1021	709	877	620	766
9700	1280	1582	997	1233	833	1030	716	884	625	773
9800	1290	1594	1005	1242	840	1038	722	892	631	779
9900	1300	1606	1013	1252	846	1046	728	900	636	786
10000	1310	1619	1021	1262	853	1054	734	907	641	793
10100	1319	1631	1028	1271	859	1062	740	915	647	799
10200	1329	1643	1036	1281	866	1070	746	922	652	806
10300	1339	1655	1044	1290	872	1078	752	930	657	812
10400	1348	1666	1051	1299	879	1086	758	937	662	819
10500	1358	1678	1059	1308	885	1094	764	944	668	825
10600	1367	1690	1066	1318	891	1102	770	952	673	832
10700	1377	1701	1073	1327	898	1109	776	959	678	838
10800	1386	1713	1081	1336	904	1117	782	966	683	844
10900	1395	1724	1088	1345	910	1125	788	974	688	851
11000	1404	1736	1095	1354	916	1132	794	981	693	857
11100	1413	1747	1102	1363	922	1140	799	988	698	863
11200	1422	1758	1110	1371	928	1147	805	995	703	869
11300	1431	1769	1117	1380	934	1155	811	1002	708	876
11400	1440	1780	1124	1389	940	1162	817	1009	714	882
11500	1449	1791	1131	1398	946	1170	822	1017	719	888
11600	1458	1802	1138	1406	952	1177	828	1024	723	894
11700	1467	1813	1145	1415	958	1184	834	1031	728	900
11800	1475	1823	1151	1423	964	1191	839	1038	733	906
11900	1484	1834	1158	1431	970	1199	845	1045	738	912
12000	1492	1844	1165	1440	975	1206	851	1051	743	919

The economic table is presumptive for combined monthly net incomes up to and including twelve thousand dollars. When combined monthly net income exceeds twelve thousand dollars, the court may exceed the maximum presumptive amount of support upon written findings of fact.

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Washington State Child Support Schedule Worksheets

Proposed by (name) _____ State of WA Other _____. (CSWP)
 Or, Signed by the Judicial/Reviewing Officer. (CSW)

County _____ Case No. _____

Child/ren and Age/s: _____

Parents' names: _____ (Column 1) _____ (Column 2)

	Column 1	Column 2
Part I: Income (see Instructions, page 6)		
1. Gross Monthly Income		
a. Wages and Salaries	\$	\$
b. Interest and Dividend Income	\$	\$
c. Business Income	\$	\$
d. Maintenance Received	\$	\$
e. Other Income	\$	\$
f. Imputed Income	\$	\$
g. Total Gross Monthly Income (add lines 1a through 1f)	\$	\$
2. Monthly Deductions from Gross Income		
a. Income Taxes (Federal and State)	\$	\$
b. FICA (Soc. Sec.+ Medicare)/Self-Employment Taxes	\$	\$
c. State Industrial Insurance Deductions	\$	\$
d. Mandatory Union/Professional Dues	\$	\$
e. Mandatory Pension Plan Payments	\$	\$
f. Voluntary Retirement Contributions	\$	\$
g. Maintenance Paid	\$	\$
h. Normal Business Expenses	\$	\$
i. Total Deductions from Gross Income (add lines 2a through 2h)	\$	\$
3. Monthly Net Income (line 1g minus 2i)	\$	\$
4. Combined Monthly Net Income (add both parents' monthly net incomes from line 3)	\$	
5. Basic Child Support Obligation (enter total amount in box →) Child #1 _____ Child #3 _____ Child #5 _____ Child #2 _____ Child #4 _____	\$	
6. Proportional Share of Income (divide line 3 by line 4 for each parent)	.	.

	Column 1	Column 2
Part II: Basic Child Support Obligation (see Instructions, page 7)		
7. Each Parent's Basic Child Support Obligation without consideration of low income limitations. (Multiply each number on line 6 by line 5.)	\$	\$
8. Calculating low income limitations: Fill in only those that apply.		
Self-Support Reserve: (125% of the Federal Poverty Guideline.)	\$	
a. Is Combined Net Income Less Than \$1,000? If yes , for each parent enter the presumptive \$50 per child .	\$	\$
b. Is Monthly Net Income Less Than Self-Support Reserve? If yes , for that parent enter the presumptive \$50 per child .	\$	\$
c. Is Monthly Net Income equal to or more than Self-Support Reserve? If yes , for each parent subtract the self-support reserve from line 3. If that amount is less than line 7, enter that amount or the presumptive \$50 per child, whichever is greater.	\$	\$
9. Each parent's basic child support obligation after calculating applicable limitations. For each parent, enter the lowest amount from line 7, 8a - 8c, but not less than the presumptive \$50 per child.	\$	\$
Part III: Health Care, Day Care, and Special Child Rearing Expenses (see Instructions, page 8)		
10. Health Care Expenses		
a. Monthly Health Insurance Premiums Paid for Child(ren)	\$	\$
b. Uninsured Monthly Health Care Expenses Paid for Child(ren)	\$	\$
c. Total Monthly Health Care Expenses (line 10a plus line 10b)	\$	\$
d. Combined Monthly Health Care Expenses (add both parents' totals from line 10c)	\$	
11. Day Care and Special Expenses		
a. Day Care Expenses	\$	\$
b. Education Expenses	\$	\$
c. Long Distance Transportation Expenses	\$	\$
d. Other Special Expenses (describe)	\$	\$
	\$	\$
	\$	\$
	\$	\$
e. Total Day Care and Special Expenses (add lines 11a through 11d)	\$	\$
12. Combined Monthly Total Day Care and Special Expenses (add both parents' day care and special expenses from line 11e)	\$	
13. Total Health Care, Day Care, and Special Expenses (line 10d plus line 12)	\$	
14. Each Parent's Obligation for Health Care, Day Care, and Special Expenses (multiply each number on line 6 by line 13)	\$	\$
Part IV: Gross Child Support Obligation		
15. Gross Child Support Obligation (line 9 plus line 14)	\$	\$

	Column 1	Column 2
Part V: Child Support Credits (see Instructions, page 9)		
16. Child Support Credits		
a. Monthly Health Care Expenses Credit	\$	\$
b. Day Care and Special Expenses Credit	\$	\$
c. Other Ordinary Expenses Credit (describe)		
	\$	\$
d. Total Support Credits (add lines 16a through 16c)	\$	\$
Part VI: Standard Calculation/Presumptive Transfer Payment (see Instructions, page 9)		
17. Standard Calculation (line 15 minus line 16d or \$50 per child whichever is greater)	\$	\$
Part VII: Additional Informational Calculations		
18. 45 % of each parent's net income from line 3 (.45 x amount from line 3 for each parent)	\$	\$
19. 25% of each parent's basic support obligation from line 9 (.25 x amount from line 9 for each parent)	\$	\$
Part VIII: Additional Factors for Consideration (see Instructions, page 9)		
20. Household Assets (List the estimated present value of all major household assets.)		
a. Real Estate	\$	\$
b. Investments	\$	\$
c. Vehicles and Boats	\$	\$
d. Bank Accounts and Cash	\$	\$
e. Retirement Accounts	\$	\$
f. Other (describe)	\$	\$
	\$	\$
21. Household Debt (List liens against household assets, extraordinary debt.)		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
22. Other Household Income		
a. Income Of Current Spouse or Domestic Partner (if not the other parent of this action) Name _____	\$	\$
Name _____	\$	\$
b. Income Of Other Adults In Household Name _____	\$	\$
Name _____	\$	\$

	Column 1	Column 2
c. Gross income from overtime or from second jobs the party is asking the court to exclude per Instructions, page 8 _____	\$	\$
d. Income Of Child(ren) (if considered extraordinary) Name _____ Name _____	\$ \$	\$ \$
e. Income From Child Support Name _____ Name _____	\$ \$	\$ \$
f. Income From Assistance Programs Program _____ Program _____	\$ \$	\$ \$
g. Other Income (describe) _____ _____	\$ \$	\$ \$
23. Non-Recurring Income (describe) _____ _____	\$ \$	\$ \$
24. Child Support Owed, Monthly, for Biological or Legal Child(ren)		
Name/age: _____ Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$
Name/age: _____ Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$
Name/age: _____ Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$
25. Other Child(ren) Living In Each Household (First name(s) and age(s))		
26. Other Factors For Consideration		

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Superior Court of Washington, County of _____

In re:

Petitioner/s *(person/s who started this case)*:

And Respondent/s *(other party/parties)*:

No. _____

Child Support Order

Temporary (TMORS)

Final (ORS)

Clerk's action required.

Child Support Order

1. Money Judgment Summary

No money judgment is ordered.

Summarize any money judgments from section 22 in the table below.

Judgment for	Debtor's name <i>(person who must pay money)</i>	Creditor's name <i>(person who must be paid)</i>	Amount	Interest
Past due child support from _____ to _____			\$	\$
Past due medical support from _____ to _____			\$	\$
Past due children's exp. from _____ to _____			\$	\$
Other amounts <i>(describe)</i> :			\$	\$
Yearly Interest Rate for child support, medical support, and children's expenses: 12% . For other judgments: ____% <i>(12% unless otherwise listed)</i>				
Lawyer <i>(name)</i> :		represents <i>(name)</i> :		
Lawyer <i>(name)</i> :		represents <i>(name)</i> :		

➤ **Findings and Orders**

2. The court orders child support as part of this family law case. This is a *(check one)*:
 temporary order. final order.
3. The *Child Support Schedule Worksheets* attached or filed separately are approved by the court and made part of this Order.

4. **Parents' contact and employment information**

Each parent must fill out and file with the court a *Confidential Information* form (FL All Family 001) including personal identifying information, mailing address, home address, and employer contact information.

Important! If you move or get a new job any time while support is still owed, you must:

- Notify the Support Registry, and
- Fill out and file an updated *Confidential Information* form with the court.

Warning! Any notice of a child support action delivered to the last address you provided on the *Confidential Information* form will be considered adequate notice, if the party trying to serve you has shown diligent efforts to locate you.

5. **Parents' Income**

Parent (name): _____	Parent (name): _____
Net monthly income \$ _____ <i>(line 3 of the Worksheets)</i> This income is <i>(check one)</i> : <input type="checkbox"/> imputed to this parent. <i>(Skip to 6.)</i> <input type="checkbox"/> this parent's actual income <i>(after any exclusions approved below)</i> .	Net monthly income \$ _____ <i>(line 3 of the Worksheets)</i> This income is <i>(check one)</i> : <input type="checkbox"/> imputed to this parent. <i>(Skip to 6.)</i> <input type="checkbox"/> this parent's actual income <i>(after any exclusions approved below)</i> .
Does this parent have income from overtime or a 2 nd job? <input type="checkbox"/> No. <i>(Skip to 6.)</i> <input type="checkbox"/> Yes. <i>(Fill out below.)</i> Should this income be excluded? <i>(check one)</i> : <input type="checkbox"/> No. The court has included this income in this parent's gross monthly income on line 1 of the <i>Worksheets</i> . <input type="checkbox"/> Yes. This income should be excluded because: <ul style="list-style-type: none"> ▪ This parent worked over 40 hours per week averaged over 12 months, and ▪ That income was earned to pay for <input type="checkbox"/> current family needs <input type="checkbox"/> debts from a past relationship <input type="checkbox"/> child support debt, and ▪ This parent will stop earning this extra income after paying these debts. The court has excluded \$ _____ from this parent's gross monthly income on line 1 of the <i>Worksheets</i> .	Does this parent have income from overtime or a 2 nd job? <input type="checkbox"/> No. <i>(Skip to 6.)</i> <input type="checkbox"/> Yes. <i>(Fill out below.)</i> Should this income be excluded? <i>(check one)</i> : <input type="checkbox"/> No. The court has included this income in this parent's gross monthly income on line 1 of the <i>Worksheets</i> . <input type="checkbox"/> Yes. This income should be excluded because: <ul style="list-style-type: none"> ▪ This parent worked over 40 hours per week averaged over 12 months, and ▪ That income was earned to pay for <input type="checkbox"/> current family needs <input type="checkbox"/> debts from a past relationship <input type="checkbox"/> child support debt, and ▪ This parent will stop earning this extra income after paying these debts. The court has excluded \$ _____ from this parent's gross monthly income on line 1 of the <i>Worksheets</i> .

Parent (name): _____	Parent (name): _____
<input type="checkbox"/> Other Findings: _____ _____	<input type="checkbox"/> Other Findings: _____ _____

6. Imputed Income

To calculate child support, the court may **impute** income to a parent:

- whose income is unknown, or
- who the Court finds is unemployed or under-employed by choice.

Imputed income is not actual income. It is an assigned amount the court finds a parent could or should be earning. (RCW 26.19.071(6))

Parent (name): _____	Parent (name): _____
<input type="checkbox"/> Does not apply. This parent's actual income is used. (Skip to 7.)	<input type="checkbox"/> Does not apply. This parent's actual income is used. (Skip to 7.)
<input type="checkbox"/> This parent's monthly net income is imputed because (check one): <ul style="list-style-type: none"> <input type="checkbox"/> this parent's income is unknown. <input type="checkbox"/> this parent is voluntarily unemployed. <input type="checkbox"/> this parent is voluntarily under-employed. <input type="checkbox"/> this parent works full-time but is purposely under-employed to reduce child support. <p>The imputed amount is based on the information below: (Options are listed in order of required priority. The Court used the first option possible based on the information it had.)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Full-time pay at current pay rate. <input type="checkbox"/> Full-time pay based on reliable information about past earnings. <input type="checkbox"/> Full-time pay based on incomplete or irregular information about past earnings. <input type="checkbox"/> Full-time pay at minimum wage in the area where the parent lives because this parent (check all that apply): <ul style="list-style-type: none"> <input type="checkbox"/> is a high school student. <input type="checkbox"/> recently worked at minimum wage jobs. <input type="checkbox"/> recently stopped receiving public assistance, supplemental security income (SSI), or disability. <input type="checkbox"/> was recently incarcerated. <input type="checkbox"/> Table of Median Net Monthly Income. <input type="checkbox"/> Other (specify): _____ 	<input type="checkbox"/> This parent's monthly net income is imputed because (check one): <ul style="list-style-type: none"> <input type="checkbox"/> this parent's income is unknown. <input type="checkbox"/> this parent is voluntarily unemployed. <input type="checkbox"/> this parent is voluntarily under-employed. <input type="checkbox"/> this parent works full-time but is purposely under-employed to reduce child support. <p>The imputed amount is based on the information below: (Options are listed in order of required priority. The Court used the first option possible based on the information it had.)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Full-time pay at current pay rate. <input type="checkbox"/> Full-time pay based on reliable information about past earnings. <input type="checkbox"/> Full-time pay based on incomplete or irregular information about past earnings. <input type="checkbox"/> Full-time pay at minimum wage in the area where the parent lives because this parent (check all that apply): <ul style="list-style-type: none"> <input type="checkbox"/> is a high school student. <input type="checkbox"/> recently worked at minimum wage jobs. <input type="checkbox"/> recently stopped receiving public assistance, supplemental security income (SSI), or disability. <input type="checkbox"/> was recently incarcerated. <input type="checkbox"/> Table of Median Net Monthly Income. <input type="checkbox"/> Other (specify): _____

7. **Limits affecting the monthly child support amount**

Does not apply. The monthly amount was not affected by the upper or lower limits in RCW 26.19.065.

The monthly amount has been affected by (*check all that apply*):

low-income limits. The self-support reserve and presumptive minimum payment have been calculated in the *Worksheets*, lines 8.a. - c.

the 45% net income limit. The court finds that the paying parent's child support obligations for his/her biological and legal children are more than 45% of his/her net income (*Worksheets*, line 18). Based on the children's best interests and the parents' circumstances, it is (*check one*): fair **not** fair to apply the 45% limit. (*Describe both parents' situations*):

Combined Monthly Net Income over \$12,000. Together the parents earn more than \$12,000 per month (*Worksheets* line 4). The child support amount (*check one*):

is the presumptive amount from the economic table.

is **more** than the presumptive amount from the economic table because (*specify*):

8. **Standard Calculation**

(*Check one*):

All children living together – All of the children are living with (*name*): _____ most of the time. The other parent must pay child support. The standard calculation from the *Child Support Schedule Worksheets* line 17 for the parent paying support is \$ _____.

Residential Split – Each parent has at least one of the children from this relationship living with him/her most of the time. (*Do not use this for 50/50 schedules.*)

These children (<i>names and ages</i>):	These children (<i>names and ages</i>):
Live with (<i>parent's name</i>):	Live with (<i>parent's name</i>):

The standard calculation for the parent paying support is \$ _____. This is from (*check one*):

the *Attachment for Residential Split Adjustment*, line G (form WSCSS–Attachment for RSA). This *Attachment* to the *Child Support Schedule Worksheets* is approved by the court and made part of this order.

other calculation (*specify method and attach Worksheet/s*): _____

9. **Deviation from standard calculation**

Should the monthly child support amount be different from the standard calculation?

- No** – The monthly child support amount ordered in section 10 is the **same** as the standard calculation listed in section 8 because (*check one*):
 - Neither parent asked for a deviation from the standard calculation. (*Skip to 10.*)
 - There is no good reason to approve the deviation requested by (*name/s*): _____
The facts supporting this decision are (*check all that apply*):
 - detailed in the *Worksheets*, Part VIII, lines 20 through 26.
 - the parent asking for a deviation:
 - has a new spouse or domestic partner with income of \$_____.
 - lives in a household where other adults have income of \$_____.
 - has income from overtime or a 2nd job that was excluded in section 5 above.
 - other (*specify*): _____
- Yes** – The monthly child support amount ordered in section 10 is **different** from the standard calculation listed in section 8 because (*check all that apply*):
 - A parent or parents in this case has:
 - children from other relationships.
 - paid or received child support for children from other relationships.
 - gifts, prizes or other assets.
 - income that is not regular (non-recurring income) such as bonuses, overtime, etc.
 - unusual unplanned debt (extraordinary debt not voluntarily incurred).
 - tax planning considerations that will not reduce the economic benefit to the children.
 - very different living costs, which are beyond their control.
 - The children in this case:
 - have extraordinary income.
 - have special needs because of a disability.
 - have special medical, educational, or psychological needs.
 - spend significant time with the parent who owes support. The non-standard amount still gives the other parent’s household enough money for the children’s basic needs. The children do not get public assistance (TANF).
 - There are (or will be) costs for court-ordered reunification or a voluntary placement agreement.
 - The parent who owes support has shown it is not fair to have to pay the \$50 per child presumptive minimum payment.
 - The parent who is owed support has shown it is not fair to apply the self-support reserve (calculated on lines 8.a. – c. of the *Worksheets*).
 - Other reasons: _____

The facts that support the reasons checked above are (check all that apply):

- detailed in the *Worksheets*, Part VIII, lines 20 through 26.
- the parent asking for a deviation:
 - has a new spouse or domestic partner with income of \$_____.
 - lives in a household where other adults have income of \$_____.
 - has income from overtime or a 2nd job that was excluded in section 5 above.
- as follows: _____

10. **Monthly child support amount (transfer payment)**

After considering the standard calculation and whether or not to apply a deviation, the court orders the following monthly child support amount (transfer payment).

- All children living together** – (Name): _____ must pay child support to (name): _____ each month as follows for the children listed below (add lines for additional children if needed):

	Child's Name	Age	Amount
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
Total monthly child support amount:			\$

- Child turning twelve years old – The monthly amount for (child's name) _____ will change to \$_____ starting with the month this child turns twelve (month, year): _____.
- Residential Split** – Each parent has at least one of the children from this relationship living with him/her most of the time. (Name): _____ must pay child support to (name): _____ each month as follows:

Total monthly child support amount: \$

11. **Starting date and payment schedule**

The monthly child support amount must be paid starting (month, year): _____ on the following payment schedule:

- in one payment each month by the ____ day of the month.
- in two payments each month: ½ by the ____ and ½ by the ____ day of the month.
- other (specify): _____

12. **Step Increase (for modifications or adjustments only)**

- Does not apply.
- Approved** – The court is changing a final child support order. The monthly child support amount is increasing by more than 30% from the last final child support order. This causes significant financial hardship to the parent who owes support, so the increase will be applied in two equal steps:
 - For six months from the Starting Date in section 11 above, the monthly child support amount will be the old monthly amount plus ½ of the increase, for a total of \$ _____ each month.
 - On *(date)*: _____, six months after the Starting Date in section 11, the monthly child support amount will be the full amount listed in section 10.
- Denied** – The court is changing a final child support order *(check one)*:
 - but the monthly payment increased by less than 30%.
 - and the monthly payment increased by more than 30%, but this does not cause a significant hardship to the parent who owes support.

13. **Periodic Adjustment**

- Child support may be changed according to state law. The Court is not ordering a specific periodic adjustment schedule below.
- Any party may ask the court to adjust child support periodically on the following schedule **without** showing a substantial change of circumstances:
The *Motion to Adjust Child Support Order* may be filed:
 - every _____ months.
 - on *(date/s)*: _____
 - other *(describe condition or event)*: _____

Important! A party must file a Motion to Adjust Child Support Order (form FL Modify 521), and the court must approve a new Child Support Order for any adjustment to take effect.

- Deadlines, if any *(for example, deadline to exchange financial information, deadline to file the motion)*: _____

14. **Payment Method**

Send payment to the *(check one)*:

- Washington State Support Registry**. The Division of Child Support (DCS) will forward the payments to the person owed support and keep records of all payments.

Address for payment: Washington State Support Registry
PO Box 45868, Olympia, WA 98504

Important! If you are ordered to send your support payments to the Washington State Support Registry, and you pay some other person or organization, you will not get credit for your payment.

DCS Enforcement (check one):

- DCS will **enforce** this order because (check all that apply):
 - this is a public assistance case.
 - one of the parties has already asked DCS for services.
 - one of the parties has asked for DCS services by signing the application statement at the end of this order (above the *Warnings*).
- DCS will **not** enforce this order unless one of the parties applies for DCS services or the children go on public assistance.

Other parent or non-parent custodian by:

mail to: _____
street address or PO box city state zip

or any new address the person owed support provides to the parent who owes support. (*This does not have to be his/her home address.*)

other method: _____

15. **Enforcement through income withholding (garnishment)**

DCS or the person owed support can collect the support owed from the wages, earnings, assets or benefits of the parent who owes support, and can enforce liens against real or personal property as allowed by any state's child support laws without notice to the parent who owes the support.

*If this order is **not** being enforced by DCS and the person owed support wants to have support paid directly from the employer, the person owed support must ask the court to sign a separate wage assignment order requiring the employer to withhold wages and make payments. (Chapter 26.18 RCW.)*

Income withholding may be delayed until a payment becomes past due if the court finds good reason to delay.

- Does not apply. There is no good reason to delay income withholding.
- Income withholding will be **delayed** until a payment becomes past due because (check one):
 - the child support payments are enforced by DCS and there are good reasons in the children's best interest **not** to withhold income at this time. If this is a case about changing child support, previously ordered child support has been paid on time.
List the good reasons here: _____

 - the child support payments are **not** enforced by DCS and there are good reasons **not** to withhold income at this time.
List the good reasons here: _____

- the court has approved the parents' written agreement for a different payment arrangement.

16. **End date for support**

Support must be paid for each child until (*check one*):

- the court signs a different order, if this is a temporary order.
- the child turns 18 or is no longer enrolled in high school, whichever happens last, unless the court makes a different order in section 17.
- the child turns 18 or is otherwise emancipated, unless the court makes a different order in section 17.
- after (*child's name*): _____ turns 18. Based on information available to the court, it is expected that this child will be unable to support him/herself and will remain dependent past the age of 18. Support must be paid until (*check one*):
 - this child is able to support him/herself and is no longer dependent on the parents.
 - other: _____
- other (*specify*): _____

17. **Post-secondary educational support (for college or vocational school)**

- Reserved** – A parent or non-parent custodian may ask the court for post-secondary educational support at a later date without showing a substantial change of circumstances by filing a *Petition to Modify Child Support Order* (form FL Modify 501). The *Petition* must be filed *before* child support ends as listed in section 16.
- Granted** – The parents must pay for the children's post-secondary educational support. Post-secondary educational support may include support for the period after high school and before college or vocational school begins. The amount or percentage each person must pay (*check one*):
 - will be decided later. The parties may make a written agreement or ask the court to set the amount or percentage by filing a *Petition to Modify Child Support Order* (form FL Modify 501).
 - is as follows (*specify*): _____
- Denied** – The request for post-secondary educational support is denied.
- Other (*specify*): _____

18. **Claiming children as dependents on tax forms**

- Does not apply.
- The parties have the right to claim the children as their dependents on their tax forms as follows (*check one*):
 - Every year – (*name*): _____
has the right to claim (*children's names*): _____;
and (*name*): _____
has the right to claim (*children's names*): _____.

Alternating – (name): _____
has the right to claim the children for (check one): even odd years. The other parent has the right to claim the children for the opposite years.

Other (specify): _____

For tax years when a non-custodial parent has the right to claim the children, the parents must cooperate to fill out and submit IRS Form 8332 in a timely manner.

Warning! Under federal law, the parent who claims a child as a dependent may owe a tax penalty if the child is not covered by health insurance.

19. Health Insurance

Important! Read the Health Insurance Warnings at the end of this order.

The court is not ordering how health insurance must be provided for the children because the court does not have enough information to determine the availability of accessible health insurance for the children (insurance that could be used for the children’s primary care). The Division of Child Support (DCS) or either parent can enforce the duty to provide or pay for health insurance. (Skip to 20.)

OR

(Name): _____ must pay the premium to provide health insurance coverage for the children. The court has considered the needs of the children, the cost and extent of coverage, and the accessibility of coverage.

The other parent must pay his/her proportional share* of the premium paid. Health insurance premiums (check one):

are included on the Worksheets (line 14). No separate payment is needed.

are **not** included on the Worksheets. Separate payment is needed. A parent or non-parent custodian may ask DCS or the court to enforce payment for the proportional share.

* Proportional share is each parent’s percentage share of the combined net income from line 6 of the Child Support Schedule Worksheets.

The other parent is **not** ordered to pay for any part of the children’s insurance because (explain): _____

Neither parent can be ordered to pay an amount towards health insurance premiums that is more than 25% of his/her basic support obligation (Worksheets, line 19) unless the court finds it is in the best interest of the children.

A parent has been ordered to pay an amount that is more than 25% of his/her basic support obligation. The court finds this is in the children’s best interest because: _____

Other (specify): _____

20. Health insurance if circumstances change or court has not ordered

If the parties' circumstances change, or if the court is not ordering how health insurance must be provided for the children in section 19:

- A parent, non-parent custodian, or DCS can enforce medical support.
- If a parent does not provide proof of accessible private insurance (insurance that can be used for the children's primary care), that parent may have to:
 - Get (or keep) insurance through his/her work or union, unless the insurance costs more than 25% of his/her basic support obligation (line 19 of the *Worksheets*),
 - Pay his/her share of the other parent's monthly premium up to 25% of his/her basic support obligation (line 19 of the *Worksheets*), or
 - Pay his/her share of the monthly cost of any public health care coverage, such as Healthy Kids, BHP, or Medicaid, for which there is an assignment.

21. Children's expenses not included in the monthly child support amount

Uninsured medical expenses – Each parent is responsible for a share of uninsured medical expenses as ordered below. Uninsured medical expenses include premiums, co-pays, deductibles, and other health care costs not covered by insurance. A parent can ask DCS to collect those expenses, or a parent or non-parent custodian can ask the court for a judgment.

Children's Expenses for:	Parent (name):	Parent (name):	Make payments to:	
	_____ pays monthly	_____ pays monthly	Person who pays the expense	Service Provider
Uninsured medical expenses	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> _____%**	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> _____%**	<input type="checkbox"/>	<input type="checkbox"/>

* *Proportional Share is each parent's percentage share of the combined net income from line 6 of the Child Support Schedule Worksheets.*

** *If the percentages ordered are different from the Proportional Share, explain why:*

Other shared expenses (check one):

- Does not apply. The monthly amount covers all expenses, except health care expenses.
- The parents will share the cost for the expenses listed below (*check all that apply*):

Children's Expenses for:	Parent (name):	Parent (name):	Make payments to:	
	_____ pays monthly	_____ pays monthly	Person who pays the expense	Service Provider
<input type="checkbox"/> Day care: _____ _____	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____%**	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____%**	<input type="checkbox"/>	<input type="checkbox"/>

Children's Expenses for:	Parent (name):	Parent (name):	Make payments to:	
	pays monthly	pays monthly	Person who pays the expense	Service Provider
<input type="checkbox"/> Education: _____ _____	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____%**	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____%**	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Long-distance transportation: _____ _____	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____%**	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____%**	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other (specify): _____ _____	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____%**	<input type="checkbox"/> Proportional Share* <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____%**	<input type="checkbox"/>	<input type="checkbox"/>

* *Proportional Share is each parent's percentage share of the combined net income from line 6 of the Child Support Schedule Worksheets.*

** *If any percentages ordered are different from the Proportional Share, explain why:*

Other (give more detail about covered expenses here, if needed): _____

22. **Past due child support, medical support and other expenses**

- This order does not address any past due amounts or interest owed.
- As of (date): _____, neither parent owes (check all that apply):
- past due child support
 - interest on past due child support
 - past due medical support
 - interest on past due medical support
 - past due other expenses
 - interest on past due other expenses
- to (check all that apply): the other parent or non-parent custodian. the state.
- The court orders the following **money judgments** (summarized in section 1 above):

Judgment for	Debtor's name (person who must pay money)	Creditor's name (person who must be paid)	Amount	Interest
<input type="checkbox"/> Past due child support from _____ to _____			\$	\$
<input type="checkbox"/> Past due medical support (health ins. & health care costs not covered by ins.) from _____ to _____			\$	\$

Judgment for	Debtor's name (person who must pay money)	Creditor's name (person who must be paid)	Amount	Interest
<input type="checkbox"/> Past due expenses for: <input type="checkbox"/> day care <input type="checkbox"/> education <input type="checkbox"/> long-distance transp. from _____ to _____			\$	\$
<input type="checkbox"/> Other (describe):			\$	\$

The **interest rate** for child support judgments is 12%.

Other (specify): _____

23. Overpayment caused by change


- Does not apply.
- The *Order* signed by the court today or on date: _____ caused an overpayment of \$_____.
- (Name): _____ shall repay this amount to (Name): _____ by (date): _____.
- The overpayment shall be credited against the monthly support amount owed each month at the rate of \$_____ each month until paid off.
- Other (specify): _____

24. Other Orders

All the *Warnings* below are required by law and are incorporated and made part of this order.



Other (specify): _____

Ordered.

_____  _____
Date *Judge or Commissioner*

Petitioner and Respondent or their lawyers fill out below:

- | | |
|---|---|
| This document (check any that apply):
<input type="checkbox"/> is an agreement of the parties
<input type="checkbox"/> is presented by me
<input type="checkbox"/> may be signed by the court without notice to me | This document (check any that apply):
<input type="checkbox"/> is an agreement of the parties
<input type="checkbox"/> is presented by me
<input type="checkbox"/> may be signed by the court without notice to me |
|---|---|

 _____  _____
Petitioner signs here or lawyer signs here + WSBA # *Respondent signs here or lawyer signs here + WSBA #*

_____ _____ _____ _____
Print Name *Date* *Print Name* *Date*

If any parent or child received public assistance:

The state Department of Social and Health Services (DSHS) was notified about this order through the Prosecuting Attorney's office, and has reviewed and approved the following:

- child support medical support
 past due child support other (specify): _____

▶ _____
Deputy Prosecutor signs here *Print name and WSBA #* *Date*

Parent or Non-Parent Custodian applies for DCS enforcement services:

I ask the Division of Child Support (DCS) to enforce this order. I understand that DCS will keep \$25 each year as a fee if DCS collects more than \$500, unless I ask to be excused from paying this fee in advance. (You may call DCS at 1-800-442-5437. DCS will not charge a fee if you have ever received TANF, tribal TANF, or AFDC.)

▶ _____
Parent or Non-Parent Custodian signs here *Print name* *Date*
(lawyer cannot sign for party)

Warnings!

If you **don't follow** this child support order...

- DOL or other licensing agencies may deny, suspend, or refuse to renew your licenses, including your driver's license and business or professional licenses, and
- Dept. of Fish and Wildlife may suspend or refuse to issue your fishing and hunting licenses and you may not be able to get permits. (RCW 74.20A.320)

If you receive **child support**...

You may have to:

- Document how that support and any cash received for the children's health care was spent.
- Repay the other parent for any day care or special expenses included in the support if you didn't actually have those expenses. (RCW 26.19.080)

Health Insurance Warnings!

Both parents must keep the Support Registry informed whether or not they have access to health insurance for the children at a reasonable cost, and provide the policy information for any such insurance.

* * *

If you are ordered to provide **children's health insurance**...

You have 20 days from the date of this order to send:

- proof that the children are covered by insurance, or
- proof that insurance is not available as ordered.

Send your proof to the other parent or to the Support Registry (if your payments go there).

If you do not provide proof of insurance:

- The other parent or the support agency may contact your employer or union, without notifying you, to ask for direct enforcement of this order (RCW 26.18.170), and
- The other parent may:
 - Ask the Division of Child Support (DCS) for help,
 - Ask the court for a contempt order, or
 - File a Petition in court.

Don't cancel your children's health insurance without the court's approval, unless your job ends and you can no

longer get or continue coverage as ordered in section 19 through your job or union. If your insurance coverage for the children ends, you must notify the other parent and the Support Registry.

If an insurer sends you payment for a medical provider's service:

- you must send it to the medical provider if the provider has not been paid; or
- you must send the payment to whoever paid the provider if someone else paid the provider; or
- you may keep the payment if you paid the provider.

If the children have public health care coverage, the state can make you pay for the cost of the monthly premium.

Always inform the Support Registry and other parent if your access to health insurance changes or ends.

How to read an active duty Army Leave and Earning Statement

Your pay is your responsibility.

This is a guide to help you understand your Leave and Earnings Statement (LES). The LES is a comprehensive statement of a member's leave and earnings showing your entitlements, deductions, allotments (fields not used for Reserve and National Guard members), leave information, tax withholding information, and Thrift Savings Plan (TSP) information. Your most recent LES can be found 24 hours a day on **myPay**.

If members receive Career Sea Pay, the Sea Service Counter will still be displayed in the remark portion of the LES. The LES remains one page in length.

Verify and keep your LES each month. If your pay varies significantly and you don't understand why, or if you have any questions after reading this publication, consult with your disbursing/finance office.

DEFENSE FINANCE AND ACCOUNTING SERVICE MILITARY LEAVE AND EARNINGS STATEMENT																				
ID	NAME (LAST, FIRST, MI)				SOC SEC NO.	GRADE	PAY DATE	YRS SVC	ETS	BRANCH	ADSN/DSSN	PERIOD COVERED								
	1				2	3	4	5	6	7	8	9								
ENTITLEMENTS				DEDUCTIONS				ALLOTMENTS				SUMMARY								
TYPE		AMOUNT		TYPE		AMOUNT		TYPE		AMOUNT		+ AMT FWD		13						
A B C D E F G H I J K L M N O	10				11				12				+ TOT ENT		14					
													- TOT DED		15					
													- TOT ALMT		16					
													= NET AMT		17					
													- CR FWD		18					
													= EOM PAY		19					
													DIEMS		24					
													RET PLAN							
	TOTAL		20		21		22						23							
	LEAVE		BF BAL	ERND	USED	CR BAL	ETS BAL	LV LOST	LV PAID	USE LOSE	FED TAXES		WAGE PERIOD	WAGE YTD	M/S	EX	ADD'L TAX	TAX YTD		
		25	26	27	28	29	30	31	32	33		34	35	36	37	38				
FICA TAXES		WAGE PERIOD		SOC WAGE YTD		SOC TAX YTD		MED WAGE YTD		MED TAX YTD		STATE TAXES		ST	WAGE PERIOD	WAGE YTD	M/S	EX	TAX YTD	
		39		40		41		42		43		44		45	46	47	48	49		
PAY DATA		BAQ TYPE		BAQ DEPN		VHA ZIP		RENT AMT		SHARE	STAT	JFTR	DEPN	2D/JFTR	BAS TYPE		CHARITY YTD		TPC	PACIDN
		50		51		52		53		54	55	56	57	58	59		60		61	62
Thrift Savings Plan (TSP)		BASE PAY RATE		BASE PAY CURRENT		SPEC PAY RATE		SPEC PAY CURRENT		INC PAY RATE		INC PAY CURRENT		BONUS PAY RATE		BONUS PAY CURRENT				
		63		64		65		66		67		68		69		70				
		CURRENTLY NOT USED				TSP YTD DEDUCTIONS		DEFERRED		EXEMPT				CURRENTLY NOT USED						
		71				72		73		74				75						
REMARKS		YTD ENTITLE				YTD DEDUCT														
76		77				78														

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Fields 1 - 9 contain the identification portion of the LES.

- **1 NAME:** The member's name in last, first, middle initial format.
- **2 SOC. SEC. NO.:** The member's Social Security Number.
- **3 GRADE:** The member's current pay grade.
- **4 PAY DATE:** The date the member entered active duty for pay purposes in YYMMDD format. This is synonymous with the Pay Entry Base Date (PEBD).
- **5 YRS SVC:** In two digits, the actual years of creditable service.
- **6 ETS:** The Expiration Term of Service in YYMMDD format. This is synonymous with the Expiration of Active Obligated Service (EAOS).
- **7 BRANCH:** The branch of service, i.e., Navy, Army, Air Force.
- **8 ADSN/DSSN:** The Disbursing Station Symbol Number used to identify each disbursing/finance office.
- **9 PERIOD COVERED:** This is the period covered by the individual LES. Normally it will be for one calendar month. If this is a separation LES, the separation date will appear in this field.

Fields 10 through 24 contain the entitlements, deductions, allotments, their respective totals, a mathematical summary portion, date initially entered military service, and retirement plan.

- **10 ENTITLEMENTS:** In columnar style the names of the entitlements and allowances being paid. Space is allocated for fifteen entitlements and/or allowances. If more than fifteen are present the overflow will be printed in the remarks block. Any retroactive entitlements and/or allowances will be added to like entitlements and/or allowances.
- **11 DEDUCTIONS:** The description of the deductions are listed in columnar style. This includes items such as taxes, SGLI, Mid-month pay and dependent dental plan. Space is allocated for fifteen deductions. If more than fifteen are present the overflow will be printed in the remarks block. Any retroactive deductions will be added to like deductions.
- **12 ALLOTMENTS:** In columnar style the type of the actual allotments being deducted. This includes discretionary and non-discretionary allotments for savings and/or checking accounts, insurance, bonds, etc. Space is allocated for fifteen allotments. If a member has more than one of the same type of allotment, the only differentiation may be that of the dollar amount.
- **13 +AMT FWD:** The amount of all unpaid pay and allowances due from the prior LES.
- **14 + TOT ENT:** The figure from Field 20 that is the total of all entitlements and/or allowances listed.
- **15 -TOT DED:** The figure from Field 21 that is the total of all deductions.
- **16 -TOT ALMT:** The figure from Field 22 that is the total of all allotments.
- **17 = NET AMT:** The dollar value of all unpaid pay and allowances, plus total entitlements and/or allowances, minus deductions and allotments due on the current LES.
- **18 - CR FWD:** The dollar value of all unpaid pay and allowances due to reflect on the next LES as the +AMT FWD.
- **19 = EOM PAY:** The actual amount of the payment to be paid to the member on End-of-Month payday.
- **20 - 22 TOTAL:** The total amounts for the entitlements and/or allowances, deductions and allotments respectively.
- **23 DIEMS:** Date initially entered military service: This date is used SOLELY to indicate which retirement plan a member is under. For those members with a DIEMS date prior to September 8, 1980, they are under the FINAL PAY retirement plan. For those members with a DIEMS date of September 8, 1980 through July 31, 1986, they are under the HIGH-3 retirement plan. For those members with a DIEMS date of August 1, 1986 or later, they were initially under the REDUX retirement plan. This was changed by law in October 2000, when they were placed under the HIGH-3 plan, with the OPTION to return to the REDUX plan. In consideration of making this election, they become entitled to a \$30,000 Career Service Bonus. The data in this block comes from PERSCOM. DFAS is not responsible for the accuracy of this data. If a member feels that the DIEMS date shown in this block is erroneous, they must see their local servicing Personnel Office for corrective action.
- **24 RET PLAN:** Type of retirement plan, i.e. Final Pay, High 3, REDUX; or CHOICE (CHOICE reflects members who have less than 15 years service and have not elected to go with REDUX or stay with their current retirement plan).

Fields 25 through 32 contain leave information.

- **25 BF BAL:** The brought forward leave balance. Balance may be at the beginning of the fiscal year, or when active duty began, or the day after the member was paid Lump Sum Leave (LSL).
- **26 ERND:** The cumulative amount of leave earned in the current fiscal year or current term of enlistment if the member reenlisted/extended since the beginning of the fiscal year. Normally increases by 2.5 days each month.
- **27 USED:** The cumulative amount of leave used in the current fiscal year or current term of enlistment if member reenlisted/extended since the beginning of the fiscal year.
- **28 CR BAL:** The current leave balance as of the end of the period covered by the LES.
- **29 ETS BAL:** The projected leave balance to the member's Expiration Term of Service (ETS).

- **30 LV LOST:** The number of days of leave that has been lost.
- **31 LV PAID:** The number of days of leave paid to date.
- **32 USE/LOSE:** The projected number of days of leave that will be lost if not taken in the current fiscal year on a monthly basis. The number of days of leave in this block will decrease with any leave usage.

Fields 33 through 38 contain Federal Tax withholding information.

- **33 WAGE PERIOD:** The amount of money earned this LES period that is subject to Federal Income Tax Withholding (FITW).
- **34 WAGE YTD:** The money earned year-to-date that is subject to FITW. Field 35 M/S. The marital status used to compute the FITW.
- **36 EX:** The number of exemptions used to compute the FITW.
- **37 ADD'L TAX:** The member specified additional dollar amount to be withheld in addition to the amount computed by the Marital Status and Exemptions.
- **38 TAX YTD:** The cumulative total of FITW withheld throughout the calendar year.

Fields 39 through 43 contain Federal Insurance Contributions Act (FICA) information.

- **39 WAGE PERIOD:** The amount of money earned this LES period that is subject to FICA.
- **40 SOC WAGE YTD:** The wages earned year-to-date that are subject to FICA.
- **41 SOC TAX YTD:** Cumulative total of FICA withheld throughout the calendar year.
- **42 MED WAGE YTD:** The wages earned year-to-date that are subject to Medicare.
- **43 MED TAX YTD:** Cumulative total of Medicare taxes paid year-to-date.

Fields 44 through 49 contain State Tax information.

- **44 ST:** The two digit postal abbreviation for the state the member elected.
- **45 WAGE PERIOD:** The amount of money earned this LES period that is subject to State Income Tax Withholding (SITW).
- **46 WAGE YTD:** The money earned year-to-date that is subject to SITW. Field 47 M/S. The marital status used to compute the SITW.
- **48 EX:** The number of exemptions used to compute the SITW.
- **49 TAX YTD:** The cumulative total of SITW withheld throughout the calendar year.

Fields 50 through 62 contain additional Pay Data.

- **50 BAQ TYPE:** The type of Basic Allowance for Quarters being paid.
- **51 BAQ DEPN:** A code that indicates the type of dependent. A - Spouse C -Child D - Parent G - Grandfathered I -Member married to member/own right K - Ward of the court L - Parents in Law R - Own right S - Student (age 21-22) T - Handicapped child over age 21 W - Member married to member, child under 21
- **52 VHA ZIP:** The zip code used in the computation of Variable Housing Allowance (VHA) if entitlement exists.
- **53 RENT AMT:** The amount of rent paid for housing if applicable.
- **54 SHARE:** The number of people with which the member shares housing costs.
- **55 STAT:** The VHA status; i.e., accompanied or unaccompanied.
- **56 JFTR:** The Joint Federal Travel Regulation (JFTR) code based on the location of the member for Cost of Living Allowance (COLA) purposes.
- **57 DEPNS:** The number of dependents the member has for VHA purposes.
- **58 2D JFTR:** The JFTR code based on the location of the member's dependents for COLA purposes.
- **59 BAS TYPE:** An alpha code that indicates the type of Basic Allowance for Subsistence (BAS) the member is receiving, if applicable. This field will be blank for officers.
 - B - Separate Rations
 - C - TDY/PCS/Proceed Time
 - H - Rations-in-kind not available
 - K - Rations under emergency conditions
- **60 CHARITY YTD:** The cumulative amount of charitable contributions for the calendar year.
- **61 TPC:** This field is not used by the active component of any branch of service.
- **62 PACIDN:** The activity Unit Identification Code (UIC). This field is currently used by Army only.

Fields 63 through 75 contain Thrift Savings Plan (TSP) information/data.

- **63 BASE PAY RATE:** The percentage of base pay elected for TSP contributions.
- **64 BASE PAY CURRENT:** Reserved for future use.
- **65 SPECIAL PAY RATE:** The percentage of Specialty Pay elected for TSP contribution.

- **66 SPECIAL PAY CURRENT:** Reserved for future use.
- **67 INCENTIVE PAY RATE:** Percentage of Incentive Pay elected for TSP contribution.
- **68 INCENTIVE PAY CURRENT:** Reserved for future use.
- **69 BONUS PAY RATE:** The percentage of Bonus Pay elected towards TSP contribution.
- **70 BONUS PAY CURRENT:** Reserved for future use.
- **71** Reserved for future use.
- **72 TSP YTD DEDUCTION (TSP YEAR TO DATE DEDUCTION):** Dollar amount of TSP contributions deducted for the year.
- **73 DEFERRED:** Total dollar amount of TSP contributions that are deferred for tax purposes.
- **74 EXEMPT:** Dollar amount of TSP contributions that are reported as tax exempt to the Internal Revenue Service (IRS).
- **75** Reserved for future use

76 REMARKS: This area is used to provide you with general notices from varying levels of command, as well as the literal explanation of starts, stops, and changes to pay items in the entries within the "ENTITLEMENTS", "DEDUCTIONS", and "ALLOTMENTS" fields.

77 YTD ENTITLE: The cumulative total of all entitlements for the calendar year.

78 YTD DEDUCT: The cumulative total of all deductions for the calendar year.

- **66 SPECIAL PAY CURRENT:** Reserved for future use.
- **67 INCENTIVE PAY RATE:** Percentage of Incentive Pay elected for TSP contribution.
- **68 INCENTIVE PAY CURRENT:** Reserved for future use.
- **69 BONUS PAY RATE:** The percentage of Bonus Pay elected towards TSP contribution.
- **70 BONUS PAY CURRENT:** Reserved for future use.
- **71** Reserved for future use.
- **72 TSP YTD DEDUCTION (TSP YEAR TO DATE DEDUCTION):** Dollar amount of TSP contributions deducted for the year.
- **73 DEFERRED:** Total dollar amount of TSP contributions that are deferred for tax purposes.
- **74 EXEMPT:** Dollar amount of TSP contributions that are reported as tax exempt to the Internal Revenue Service (IRS).
- **75** Reserved for future use

76 REMARKS: This area is used to provide you with general notices from varying levels of command, as well as the literal explanation of starts, stops, and changes to pay items in the entries within the "ENTITLEMENTS", "DEDUCTIONS", and "ALLOTMENTS" fields.

77 YTD ENTITLE: The cumulative total of all entitlements for the calendar year.

78 YTD DEDUCT: The cumulative total of all deductions for the calendar year.

Relevant Case Law Summaries

Waive Child Support

Parents cannot agree to prospectively waive child support. This includes agreements to not impute any income to the recipient. (*Goodell*). Any such agreements are against public policy and unenforceable, even if contained in a final order agreed upon by the parties and not appealed (*Pippens*).

In re Marriage of Goodell, 130 Wn. App. 381, 390, 122 P.3d 929 (2005);
Hammack v. Hammack, 114 Wn. App. 805, 808, 60 P.3d 663 (2003);
In re Marriage of Fox, 58 Wn. App. 935, 937 n.3, 795 P.2d 1170 (1990);
Pippins v. Jankelson, 110 Wn.2d 475, 479, 754 P.2d 105 (1988)

Determining Income

Overtime income, like second job income, may be designated as non-recurring income and deducted from the obligor's net income where such income is earned to repay debts incurred as the result of a new marriage and stepchildren and is expected to terminate when those debts are satisfied.

In re Marriage of Wayt, 63 Wn. App. 510, 820 P.2d 519 (1991)

Federal cost of living allowances are income.

In re Marriage of Dortch, 59 Wn. App. 773, 801 P.2d 279 (1990)

SSI, AFDC, food stamps and other public assistance must be disclosed, but are *not income* and are *not grounds* for deviation.

RCW 26.19.071(4)

In dealing with income from a business a court is justified in estimating that income based upon what was drawn from it by the parties during the marriage. However, the party who retains the business can still be called upon to account for retained earnings. This case also discusses deductions from that income for business expenses.

Marriage of Stenshoel, 72 Wn.App. 800, 866 P.2d 635 (1993)

Imputed Income

Imputing income to a voluntarily unemployed or underemployed parent is mandatory.

RCW 26.19.071(6)

In re Marriage of Goodell, 130 Wn. App. 381, 390, 122 P.3d 929 (2005);
In re Marriage of Clarke, 112 Wn. App. 370, 48 P.3d 1032 (2002);
In re Marriage of Pollard, 99 Wn. App. 48, 52, 991 P.2d 1201 (2000)

In imputing income, the court should look at the level of employment at which the parent is capable and qualified, "by examining the parent's work history, education, health, age, and other relevant factors." (*Peterson*)

RCW 26.19.071(6)

Voluntary unemployment has been defined as "unemployment that is brought about by one's own free choice and is intentional rather than accidental...."

In re Marriage of Brockopp, 78 Wn. App. 441, 446 n. 5, 898 P.2d 849 (1995)

A parent who works part time, even to care for 5 children and serve in the National Guard, may be found to be voluntarily under-employed. (But see preceding item.)
In re Marriage of Wright, 78 Wn. App. 230, 234, 896 P.2d 735 (1995)

Staying home to be a homemaker is not "full time employment with income of \$0." Imputation of income is required in this situation as a parent is voluntarily unemployed in this case, and the tribunal cannot escape its duty to impute income by contorted language.

Marriage of Pollard, 99 Wn.App. 48, 991 P.2d 1201 (Div 3, 2000).

A cost of living allowance received by a parent who resides in a high cost area (Alaska) must be included in his gross income for the purpose of calculating his support. However, the court may also grant a parent a deviation due to higher than normal living expenses. In addition, long distance transportation expenses must be allocated between the two parents and that such allocation is not discretionary but rather a part of the standard calculation of support.

Dortch v Straka, 59 Wash.App. 773, 801 P.2d 125 (Div 1, 1990)

Incarceration in prison is not voluntary unemployment, unless one can show that the prisoner intentionally sought prison for the purpose of avoiding child support. A prisoner is "unemployable" and therefore income may not be imputed to him. However, if the prisoner has some other source of income from which to discharge the obligation or has some asset that could be liquidated for that purpose, the court will not excuse the prisoner from the duty to pay child support.

Marriage of Blickenstaff, 71 Wn.App. 489, 859 P.2d 646 (Div 2, 1990)

Imputation of income based upon the median net income chart is appropriate when the court finds that the party is actively concealing his income and there exists no practical way of accurately estimating the earnings.

Marriage of Dodd, 12 Wn.App. 638, 86 P.3d 801, (March 16, 2004)

Social Security Benefits (RCW 26.18.190)

The obligor's income must include the Social Security disability benefits paid directly to the child on account of the obligor's disability.

In re Parentage of Fairbanks, 142 Wn. App. 950, 956, 176 P.3d 611 (2008);
In re Marriage of Briscoe, 134 Wn.2d 344, 349, 949 P.2d 1388, 971 P.2d 500 (1998);

In re Marriage of Maples, 78 Wn. App. 696, 703, 899 P.2d 1 (1995)

The obligor's support obligation shall be automatically offset by Social Security benefits (including Social Security disability dependency benefits, retirement benefits and survivor's insurance benefits) paid to the child on behalf of or on account of a disabled, retired, or deceased obligor parent unless RCW 26.18.190(2) is unequivocally waived in the support order. Failure to offset is an abuse of discretion (including retroactively, *Fairbanks*).

In re Parentage of Fairbanks, 142 Wn. App. 950, 956, 176 P.3d 611 (2008);
In re Marriage of Dicus, 110 Wn. App. 347, 353, 40 P.3d 1185 (2002);
In re Marriage of Briscoe, 134 Wn.2d 344, 949 P.2d 1388, 971 P.2d 500 (1998);
In re Marriage of Hughes, 69 Wn. App. 778, 850 P.2d 555 (1993)

Where children are receiving dependent benefits from social security due to the support obligor's disability, the amount of those benefits must be added to the obligor's other income to arrive at the proper net income figure for the father. The court reasoned that, since the obligor received a dollar for dollar credit against his obligation for the payment to the children of those dependent benefits (pursuant to RCW 26.18.190) it was appropriate to treat them as having been received by the father as income - otherwise how could he have been considered to have paid it? However, failure of the court to explicitly include this "income" in the child support calculation will not, by itself, preclude the obligor receiving the statutory credit for the payments. *Marriage of Briscoe*, 134 Wash.2d 344, 949 P.2d 1388 (1998).

Maples v Maples, 78 Wash.App. 696, 899 P.2d 1 (1995)

Although 38 USC section 3101 forbids garnishment or assignment of a veteran's disability pension for any reason, including support, this does not mean that it is not income for the purposes of calculating the amount of the veteran's support obligation. The U.S. Supreme Court ruled that such a pension must be considered as income to the veteran when a support order is established. This case was recognized and followed in this state in the case of *In Re Marriage of Corriea*, 47 Wn.App. 421, 735 P.2d 691 (1987).

Rose v Rose, 481 U.S. 619, 95 L.Ed 2d 599, 107 S.Ct. 2029 (1987)

Worksheet

The court must ensure that a complete support schedule worksheet has been done to support any order. Uncertainty as to the amount to impute to a parent does not excuse the failure to have adequate findings of fact.

Sacco v Sacco, 114 Wn.2d 1, 784 P.2d 1266 (1990)

Deviations

A significant disparity in living costs can be grounds for deviating to \$0, or even setting support for the secondary residential parent to cover a long visitation.

Marriage of Casey, 88 Wn.App. 662, 967 P.2d 982 (Div 2, 1997)

Residential Credits

Residential credits are discretionary and the court *shall* consider evidence of the increased costs to the obligor and decreased costs to the recipient (implying it's the obligor's burden to present such evidence).

State ex rel. Sigler v. Sigler, 85 Wn. App. 329, 338, 932 P.2d 710 (1997)

Medical Insurance & Uninsured Medical Expenses (RCW [26.19.080\(2\)](#))

"Extraordinary health care expenses shall be shared by the parents in the same proportion as the basic child support obligation."

RCW 26.19.080(3)

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Washington Family Law and the Military Client

by

Bruce F. Baxter

Bruce F. Baxter is an attorney in private practice in Lakewood, Washington, with We the People, P.S., near Joint Base Lewis-McChord. He concentrates his practice on representing military members and retirees, and their family members, in family law matters. He graduated from Texas A & M University in 1969, and was commissioned in the U. S. Army as an Armor officer. He served on active duty from 1969 until 1973, when he left the Army to attend the University of Texas School of Law, graduating in 1976. He continued his military career in the Army Reserve and Army National Guard, retiring as a Lieutenant Colonel in 1996, with a total of 27 years of active duty, Army Reserve and Army National Guard service. He speaks frequently on military family law issues at Tacoma-Pierce County Bar Association and WSBA presentations, and has served as appointed counsel for military members under the Servicemembers' Civil Relief Act.

I. How to Read a Leave and Earnings Statement ("LES")(See example at Attachment "A")

A. Pay and allowances items

1. Basic pay: based on rank/grade and years of service (taxable)
2. Additional pay items: parachute, diver, hazardous duty, etc. (taxable)
3. BAS: called "separate rations" in the vernacular, and paid on a per month basis—different rates for enlisted and for officers
4. BAH: Basic Allowance for Housing--- it's based on rank, location and marital status; the amount changes when the servicemember is restationed
5. "Supp/Comm debt": shows amount credited from prior month's pay for a support obligation, but there will be two entries under deductions.

B. Deductions

1. "Federal taxes" = Federal withholding (check status box below)
2. "FICA---Soc. Security" and "FICA Medicare" must be added together.
3. "SGLI": Servicemembers' Group Life Insurance is \$29.00 premium per month for \$400,000.00 in term insurance (no cash value, no war exclusion clause)
4. "Dental": covers all family members for approx. \$32.00 per month, with participating private dentists.
5. "USSH": U.S. Soldiers' Home: mandatory \$.50 deduction for enlisted soldiers
6. "Supp/Comm debt": see A5 above
7. Debt collections: If there is a collection being made for advance pay, recapture of BAH, etc., you need to know that.

C. Other useful entries

1. "State taxes": This can be helpful, if you need information on the servicemember's state of domicile; also, if state tax is being withheld, you need this for preparing worksheets.
2. "MS" and "EX": respectively, "marital status" and "exemptions"; this will tell you if the servicemember is over- or underwithholding
3. "Pay date": This gives you the date the servicemember's service began, from which you can calculate the accrued credits toward vesting of the right to retired pay.
4. "Yrs. Svc.": Years of service; this helps in determining when the next pay longevity raise is due.

II. The Military Pay and Allowance System

A. It's important to know that, if the servicemember spouse is not going to have primary placement of the child or children of the marriage under the final Parenting Plan, the set of Child Support Worksheets that you prepare for temporary child support may have to be redone as part of preparing the final documents at the end of the case.

1. The reason for this is that the servicemember receives a monthly Basic Allowance for Housing, the amount of which is determined by his/her pay grade and whether s/he is receiving BAH on a "with dependents" or "without dependents" basis. Also, if the servicemember is in pay grade E-5 or below, s/he, after the dissolution decree is entered, will lose the BAH and BAS completely and be required to move into military barracks or a dormitory. You need to know the servicemember's pay grade and

whether s/he will have the children after the decree is entered.

2. If a servicemember below the pay grade E-6 does not get residential placement but does have an after-decree child support obligation, he/she will be eligible to receive "BAH differential," even if in the barracks and not receiving BAH.
3. Thus the need for two sets of Worksheets (with lower-ranking soldiers): The first one shows what the servicemember actually receives while the case is pending; the second one shows what his/her total pay and allowances will be after the decree is entered.

B. The importance of using an accurate and current LES

1. The attorney must determine if the LES given to you is an accurate report of what the servicemember is earning today---ASK THE CLIENT!
2. The reason is that if the LES was an old one reflecting many dollars in additional quarters allowance, cost-of-living allowance, etc. that the servicemember received at a prior duty station, but is not earning now in the present assignment, the child support calculation in the Worksheets will be too high; also, if it's an old one that doesn't show additional money the servicemember makes now, due to promotion, pay longevity raises, increase in BAH, etc., child support calculations will result in a transfer payment amount that is too low.
3. Another reason for the importance of getting an accurate LES---the LES tells you much more about the actual compensation received by the servicemember than a tax return does, because allowances such as BAS and BAH are not income subject to either income tax or FICA/Medicare tax and thus not shown on a W-2 form or a prior-year Form 1040 (this in turn makes it very important to make sure in preparing Child Support Worksheets and Financial Declarations that taxes for the servicemember are figured only on the items denominated as "pay" on the LES).
4. Remember: Under Washington law, all pay and allowances are included in income for purposes of calculating child support. There's a lot of bad information out there, much of it given to servicemembers by military superiors and even Legal Assistance attorneys, to the utterly erroneous conclusion that housing and subsistence allowances may not be included in total compensation for purposes of figuring child support—**that's wrong, and you need to tell the client so!** (But contrast this to the statutes and CFR's on garnishment of military pay for payment of child support—in that context, housing and subsistence allowances are **not** included in determining how much of the member's pay can be garnished to satisfy the child support obligation).

C. Inclusion of "in kind" payments in the servicemember's income for child support and maintenance purposes

1. Spouses' attorneys sometimes argue at show-cause hearings that servicemembers should have receipt of BAS and BAH "imputed" to them, even when they are eating in the dining facility and/or living in the quarters/barracks/dorm, but not receiving those allowances in their pay; the rationale is that the servicemember is receiving something for free (food and/or shelter) that he or she otherwise would have to pay for out-of-pocket.
2. The argument against imputing subsistence allowance to the servicemember is that it is a personal allowance for the soldier only, and is cut off automatically if the servicemember is on field training more than ten (10) consecutive days in a month.
3. The argument against imputing receipt of BAH to servicemember in barracks/dorm is that BAH is not intended to be the full dollar-equivalent amount of what Government

quarters are worth (most, if not all, servicemembers would say that's certainly true for a room in the barracks/dorm).

4. Court commissioners have taken the position in some cases that the servicemember's receipt of these "in-kind" benefits constitutes justification for upward deviation from the standard child support transfer payment amount, or for justifying an award of temporary maintenance to the spouse who has moved out of the quarters; generally, the amounts are not included by the court dollar-for-dollar in the servicemember's monthly net income.

III. The Servicemembers' Civil Relief Act, 50 U.S.C. App., §501 et seq. (signed into law by President Bush on December 19, 2003)

- A. Who is covered?—All persons on active duty in the U. S. Armed Forces, including full-time active duty technicians with the Army, Navy, Air Force and Marine Reserve, and the Army and Air National Guard.
- B. Who is not covered?—Retirees, persons who have left active duty, and Reservists/National Guard members who do not work full-time for the Guard or Reserve systems.
- C. Basic provisions
 1. §521(b)—Default judgments/decrees
 - a. Before entering any judgment for the plaintiff in any civil case in which the defendant has not made an appearance, the plaintiff must file an affidavit stating whether or not the defendant against whom the judgment is being taken is in military service, and showing facts necessary to support the affidavit; or if the plaintiff cannot determine whether or not the defendant is in military service, an affidavit stating the fact that the plaintiff cannot so determine.
 - b. If in an action covered by the Act it appears that the defendant is in military service, the court may not enter judgment until after the court appoints an attorney to represent the defendant. If the attorney appointed cannot locate the defendant, actions by the attorney shall not waive any defense of the defendant or otherwise bind the defendant.
 - c. If based upon the affidavits filed the court is unable to determine whether or not the defendant is in military service, the court, before entering judgment, may require posting of bond by the plaintiff. If defendant later found to be in military service, the bond may be used to indemnify defendant against loss or damage from the judgment, if it is set aside in whole or in part. Bond remains in force until all appeal times expire.
 - d. Filing a false affidavit is a Federal misdemeanor, carrying a possible jail term of one year and a \$1,000.00 fine [§521(c)].
 2. §521(d)—Stay of proceedings (servicemember not previously notified)
 - a. This is a separate provision which requires a stay of court proceedings involving servicemembers, if the judicial officer determines that:
 - i. There may be a defense to the action which requires the personal appearance of the defendant.
 - ii. After due diligence, counsel has been unable to contact the defendant or otherwise determine if a meritorious defense exists.

- b. This provision does not apply if the servicemember has received prior notice of the proceedings.
- 3. §522 (Prior notice to defendant)
 - a. At any stage of a civil action in which a servicemember is a party, the court may on its own motion and, upon the servicemember's motion, shall stay proceedings for at least 90 days, if the stay application contains the following:
 - i. A letter or other communication stating the facts of how the defendant's current military duty requirements materially affect his/her ability to appear and stating a date when he/she will be available to appear.
 - ii. A letter or other communication from servicemember's commander stating that servicemember's military duty precludes appearance and that military leave is not authorized for him/her at the time of the letter.
 - b. Application for stay does not constitute an appearance for jurisdictional purposes nor does it waive any substantive or procedural defect (including lack of personal jurisdiction).
 - c. Additional stays may be granted on the basis of continued material effect of the defendant's service upon ability to appear—standards same as (a) above.
 - d. If an additional stay is denied by the court, counsel must be appointed.

D. Additional provisions of interest to practitioners

- 1. **Contract penalties:** If an action for compliance with a contract is stayed under the Act, the servicemember shall not be assessed penalties for nonperformance of the
 - i. Servicemember in service at time the fine or penalty was incurred; and
 - ii. Ability of servicemember to perform obligation was materially affected by service. (§ 523)
- 2. **Stay of execution of judgments or orders:** If court believes servicemember is materially affected by military duty in his/her ability to comply with a judgment or order, court may on own motion and shall on application by servicemember stay execution of any judgment or order entered against servicemember and shall vacate or stay any attachment or garnishment of property, money or debts in possession of a 3rd party. (§524)
- 3. **Statutes of limitation:** Period of a servicemember's military service may not be included in computation of any period of limitations (except for limitations periods in internal revenue laws). (§526)
- 4. **Limits on interest rates:** Limitation on interest rate on obligations of servicemembers to six percent (6%); if there is an obligation bearing a higher rate, the statute expressly forgives the interest above 6% per annum. (§527)
- 5. **Residential eviction:** No eviction from rented premises other than by court order if rent is less than \$2,400.00 per month (rent amount covered is on an escalating scale involving Consumer Price Index housing component; court has authority to order stay of proceedings if servicemember's military service materially affects his/her ability to pay the agreed rent (§531)
- 6. **No rescission or termination of sales contracts:** After servicemember enters service, a contract for purchase of real or personal property (including motor vehicles) may not be rescinded or terminated by seller for breach of contract by servicemember, without a court order; court shall have authority to order refund to servicemember of all or part of the prior payments as a condition of terminating the contract and resuming possession of the property. (§532)

7. **Stay of foreclosure and adjustment of obligations:** For obligations on real or personal property owned by a servicemember that originated before servicemember began service and which are still in existence and are secured by a mortgage or trust deed, no sale, foreclosure or seizure of property for breach of an obligation by the servicemember shall be permitted except by court order; court on its own motion and upon motion of servicemember shall enter a stay of proceedings for an appropriate duration and may adjust the obligation to preserve the interests of all parties. (§533)
8. **Appointment of appraisers/payment of equity:** As to foreclosure or repossession actions in which a stay has been granted, the court shall have authority to appoint three disinterested persons to appraise the property and determine value; based on this appraisal, and if undue hardship will not result to the servicemember's dependents, the court may order payment of the amount of servicemember's equity in the property to be paid to servicemember or the dependents as a condition of foreclosure, repossession or cancellation of the contract. (§534)
9. **Termination of residential/motor vehicle leases:** Servicemember, after entering military service, may at his/her option, terminate a lease of:
 - i. Premises occupied or intended to be occupied by servicemember or his/her dependents for residential, professional, business, agricultural or similar purposes if the lease is executed by or on behalf of one who joins military service during the term of the lease or while in military service executes the lease and thereafter receives military orders for a permanent change of station or a deployment for not less than 90 days;
 - ii. A motor vehicle intended to be used by the servicemember or his/her dependents for personal or business transportation if the lease is executed by or on behalf of continental United States, or orders to deploy with a military unit for not less
10. **Insurance policies assigned by servicemember:** If servicemember has assigned the assignment without entry of a court order, during servicemember's service or
11. **Enforcement of storage liens:** A person holding a lien on personal property enforcing any lien except by court order. (§537)

There are other provisions in the new Act dealing with life insurance, property taxes and public lands, income taxes, administrative remedies, anticipatory relief, powers of attorney, professional liability protection, and health insurance reinstatement. To capture them all, please read the full statute.

IV. Temporary Orders and Army Regulation 608-99 (NOTE: The regulation applies only to ARMY active duty members, but the Navy has a similar support requirement in the Navy Personnel Manual). The Air Force is less directive, and only requires that a servicemember provide "regular and adequate" financial support to his/her family members.

- A. It's important to determine the following:
 1. Are the servicemember and his/her family members in Government quarters or off
 2. If the family is in quarters, does the servicemember intend to vacate them?
 3. If so, when?
 4. How many dependents/family members are there for whom the servicemember has a duty of support under AR 608-99? (This is important, because even if the servicemember keeps the children and the spouse is out of the household, the

servicemember, in the absence of a court order, is required by AR 608-99 to pay a pro-rated portion of that "BAH-II with dependents" amount to the spouse, until the decree is entered).

- B. If the soldier has Government quarters and is going to stay in them with the child or children after separation of the spouses, you must deal with AR 608-99.
1. The reason is that the regulation requires the servicemember to pay temporary family support to the other spouse, based on the "Basic Allowance for Housing RC/Transient with dependents" rate for his/her pay grade, to the spouse, whether or not the servicemember is being paid that money.
 2. If the servicemember is in quarters and is going to stay there, he/she is receiving an allowance for housing, but all of it is being paid to the civilian manager of the housing service. The result is that unless the lawyer does something, the servicemember may end up being ordered by the company commander to pay temporary family support to the spouse, with the amount of that payment being based on a quarters allowance the servicemember will never see a dime of.
 3. The solution is a temporary order expressly directing the servicemember to pay
 4. This solves the problem because AR 608-99 requires payment of "family support" unless there is a court order to the contrary. Usually, unless we are asking the court to set a specific amount of maintenance, the temporary order contains no mention of temporary maintenance at all. An express statement in the temporary order directing payment of \$0 per month in maintenance makes it unmistakably clear that the court has made an order to the contrary of what the regulation otherwise would require.
 5. Example: Your client is a doctor at Madigan Army Medical Center, residing in Government quarters with the child of the parties. The husband, a civilian, resides in an apartment in Puyallup. The BAH/RC chart states that the "with dependents" rate for a captain (pay grade O-3) is \$1,258.50 per month. Your client has placement of the child, so she doesn't owe the husband anything for the child. She does owe the husband, however, a pro-rated share of the \$1,258.50 per month, even though she is in Government quarters and her BAH goes to the cost of her quarters. Since there are two dependents, one of whom lives in non-Government housing, she must pay one-half of the \$1,258.50, or \$629.25, per month to the husband while the dissolution is pending. The solution is for you to go to court on her behalf, and request an order for her to pay him \$0 per month in temporary maintenance. This will have the effect of negating her duty under AR 608-99 to pay the \$629.25 per month to him.
- C. What about the client who lives off base/post and receives BAH with dependents?
1. Even if the servicemember whom you represent is off post/base and either has the child(ren) or there are none, and is receiving BAH, you should move for a temporary order which limits temporary maintenance to the monthly difference between BAH with dependents and BAH without dependents; the reason is that if you get an order directing "\$0 per month" temporary maintenance at a time when your client is receiving BAH at the "with dependents" rate, the Finance Office eventually may come back at the client and "recoup" the "excess" amount of the BAH payments, because nothing was being paid to the spouse.
 2. Example: The wife is on active duty as a lieutenant (pay grade O-3) in the U.S.

Navy, and the husband is a Federal employee not on active duty. They have no children. The husband makes \$700.00 a month more than the wife. The Navy Personnel Manual (the Navy equivalent of AR 608-99) would require the wife, in the absence of a court order to the contrary, to pay 30% of her before-tax monthly pay and allowances to him as "family support"---her obligation, in other words, would be to pay him \$2,244.00 a month, even though he makes \$800.00 a month more than she does.

- a. The solution here is to get a temporary order requiring her to pay him the difference each month between BAH "with" and BAH "without". For her pay grade, this would be \$240.00 a month, which is considerably less than \$2,244.00.
- b. The reason for requesting your client be ordered to pay this amount, rather than \$0, is to avoid having the Finance Office audit her finance records and take action to "recapture" part of the money she was paid in BAH with dependents, but which was not spent on or given to the husband. The reasoning on the solution is that even if she were not married, she would be entitled to BAH without dependents, and therefore, if the order directs her to pay this differential amount to him, she will not be retaining wrongfully any money that it would violate finance regulations for her to keep for herself.
- c. Just as an aside, the anomalous situation of being ordered to pay \$2,244.00 per month in temporary support to a spouse who makes \$800.00 a month more than you do would not happen to an Army member under AR 608-99. That regulation has a specific provision permitting a battalion-level commander to excuse a soldier from paying temporary support if the spouse makes more than the soldier. The Navy provision, however, does not have such an exception (but, in keeping with fine Navy tradition, there is a provision excusing the sailor from paying temporary support to a spouse who has been unfaithful).

V. DIVISION OF MILITARY RETIRED PAY UPON DISSOLUTION

A. A quick primer on military retirement:

1. "Final pay" system: If a person entered active duty prior to September 8, 1980, he or she earns credit toward vesting active duty military retirement at the rate of 2.5% of basic pay for each year served, or $1/12 \times 2.5\%$ for each month, up to a limit of 75%. Once one has served 20 years, or 240 months, he or she vests the right to retire at 50% of the basic pay for a servicemember of his or her final pay grade and years of service. You won't encounter many of these folks---they've pretty much retired.
2. "High-three" system: Those entering active duty after September 8, 1980 accrue their credits the same way as those under the "final pay" system, but on retiring, they will receive the appropriate percentage of the average of their highest three years (or 36 months) of monthly basic pay as their monthly retired pay. Again, for someone retiring at 20 years of service, the percentage would be 50%. Service beyond 20 years increases the percentage paid by 2.5% per year, up to a maximum of 75%.
3. Reserve Component retirement system: In a completely separate Federal statute is the military retired pay system for the Reserve Components ("RC"), meaning the Army, Air Force, Navy and Marine Corps Reserve and the Army and Air National Guard. Members of the Reserve Component who drill on weekends and do their 14- or 15-day Annual Training periods each year are covered by this system.
 - a. The system is based on the individual's amassing retirement points, which are

earned on the basis of one point for every four-hour inactive duty training (IDT) period, and one point for each day of active duty. For Reservists, the usual minimum number of points earned per year for weekend and AT participation is 62 or 63 points. An additional 15 points are earned for being a member of the RC. In order to have a participating year of membership, the individual member must earn at least 50 points for the year. Colloquially, this is referred to as a “good” year for retirement purposes.

- b. Upon accumulating 20 “good” years, the member receives a letter from his/her component, giving notice that the member now is eligible for retirement. This is known as the “20-year letter.” At this point, the member can elect to continue serving, request transfer to the Retired Reserve, or resign.
- c. When the member retires, either immediately upon receiving a 20-year letter or later after additional service, his/her retired pay is calculated very differently from the calculation of active duty retired pay. One takes the total number of retired points amassed over the career, and divides by 360. Using the example of a Reservist with 3,600 points, dividing by 360 leaves 10. That number is then multiplied by .025, which in our example gives a result of 0.25. What this means is that upon attaining eligibility to receive Reserve Component retired pay on reaching age 60, our example retiree will receive 25% of what the base pay of an active duty member with the retiree’s pay grade and years of service for pay longevity purposes would be at the time of the Reservist’s retirement. For example, if the retiree is a 60-year-old lieutenant colonel (pay grade O-5) with 26 years of service for pay longevity purposes and a retirement multiplier of 0.25, then he/she will begin receiving 25% of the base pay that an O-5 with 26 years of service receives in 2016. Using the same pay grade, years of service and retired pay multiplier for a retired Reservist reaching age 60 in 2016, the monthly base pay of a person in pay grade O-5 with 26 years of pay longevity is \$8,876.40. Therefore, the retired pay of the Reservist with the multiplier of 0.25 would be $0.25 \times \$8,876.40 = \$2,219.10$ per month.

- B. McCarty vs. McCarty, 453 U.S. 210 (1981): The U. S. Supreme Court held in 1981 in the McCarty case that the Supremacy Clause of the U. S. Constitution prohibited state courts from ordering the partition or division of military retired pay, whether actually being received or to be received in the future, between the servicemember and the non-service-member spouse; held, in effect, that it is the indivisible property of the servicemember.
- C. The Uniformed Services Former Spouses’ Protection Act (USFSPA), 10 U.S.C. §1408, was passed in February 1983 and signed into law, but it was given an effective date of the day before McCarty was decided. If you are going to work on a case involving military retirement, you owe it to yourself to copy the statute and read it thoroughly.
 1. Rumor control: If you persist in practicing family law for military folks, many servicemembers, retired servicemembers, spouses and others will enter your office clinging for dear life to many of the "old wives’ tales" abroad in the land, such as "My (friend/ drinking buddy/ First Sergeant/bridge partner---but hopefully nobody at the JAG Office) says that under that Federal law, I don’t have to give that (lovely creature/other epithet) any of my retired pay unless we were married for ten years of

my military service," or "They tell me that because I was married to him/her while he/she was on active duty, I automatically get 50% of his/her retired pay," or other such folk wisdom. In short, there is a lot of gossip and misinformation out there already. Your mission, should you choose to accept it, is to dispel these rumors and give your client an accurate picture of his/her rights and responsibilities under the USFSPA, lest you give erroneous information or fail to correct unrealistic expectations, and thus make a world of extra problems for yourself.

2. THE GROUND TRUTH: The USFSPA mainly does two things:
 - a. It legislatively reverses the main holding in McCarty, by specifically entitling courts of the several states to order the division between the spouses of non-disability military retired pay or the entitlement to ultimately receive it, provided that the court has personal jurisdiction over the servicemember or retired servicemember at the time of entry of any such order, and subject to other limitations in the statute.
 - b. It provides a mechanism for payment of the amount ordered awarded to the spouse or former spouse directly from the retiree's retired pay, said payments to be made by the Defense Finance and Accounting Service (DFAS), in Cleveland, Ohio.
3. THE FINE PRINT (i.e., PITFALLS FOR THE UNWARY):
 - a. The magic phrase is "disposable retired pay": The statute entitles the court to award to the spouse or former spouse a portion of the "disposable retired pay" of the servicemember, but the portion to be paid must be stated as a dollar amount or a percentage payable from the "disposable retired pay" of the servicemember or retiree (for definition of "disposable retired pay," see 10 U.S.C. §1408(a)(4)); **BE SURE TO STATE THE AWARD THIS WAY, OR RISK GETTING A LETTER FROM DFAS SAYING THEY WILL NOT ENFORCE YOUR ORDER.**
 - b. The USFSPA does not authorize state courts to order the division between spouses of disposable retired pay waived under 10 U.S. C. §5305 for the purpose of receiving disability compensation, which is paid not by DFAS but by the Department of Veterans' Affairs. In Mansell vs. Mansell, 490 U. S. 581, 109 S. Ct. 2023, 104 L. Ed. 2d 675 (1989), the U. S. Supreme Court held that because the USFSPA authorizes only an award to the former spouse of a share of the servicemember's "disposable retired pay" and the definition of "disposable retired pay" in the statute expressly excludes any amounts waived by the servicemember in order to receive VA disability compensation, it therefore was the intent of Congress to deny the non-military former spouse any share of the money waived for purposes of receiving the VA compensation. Example: The servicemember is entitled to \$2,000.00 per month in retired pay. He is offered VA disability benefits in the amount of \$400.00 per month. When this is done, his \$2,000.00 in gross retired pay becomes \$1,600.00 in "disposable" retired pay: \$2,000.00 - \$400.00 = \$1,600.00. Whatever share the non-military spouse is awarded will be a percentage of the \$1,600.00 figure, not of the \$2,000.00.
 - c. Following the lead of the U.S. Supreme Court in Mansell, the Washington Supreme Court held in In re Marriage of Kraft, 119 Wn.2d 438, 832 P.2d (1992), that the trial court reversibly erred in reducing the value of the husband's VA disability award to present value, awarding it to the husband, and then offsetting it by awarding other assets to the wife. The court ruled that the trial court may

regard a VA disability award as future income to the retiree spouse and consider it as part of the economic circumstances of the parties. This may be a proper basis for awarding the nonretiree spouse a proportionately larger share of the community property when equity so requires. What the trial court may not do, however, is treat the VA disability award as an asset, reduce it to present value, and divide or distribute it between the parties. Even at that, state courts may offset the "nondivisibility" of the entitlement to receive disability retired pay by awarding the non-servicemember spouse other assets, such as a greater portion of the non-disability retired pay, or by awarding maintenance to the former spouse.

- d. "Court order" is defined at 10 U.S.C. §1408(a)(2) as being a final order. Thus, a court commissioner can order payment of a portion of military retired pay to be given by a retired servicemember to the estranged spouse on a temporary order basis, but don't waste your time sending the order to DFAS---they won't make direct payment based on a temporary order.
- e. Payment is limited to 50% of "disposable retired pay"---if the order directs payment of any larger percentage, DFAS won't pay anything over 50%---10 U.S.C. §1408(e)(1); also, if there are multiple ex-spouses, only a total of 50% can be ordered paid to all who are awarded retired pay.
- f. The USFSPA specifically prohibits state courts from ordering the servicemember to retire in order to hasten the receipt of retired pay by the non-servicemember spouse or former spouse---10 U.S.C. §1408(c)(3).
- g. If payments are ordered as a division of marital property, there must be a ten (10)-year overlap between the marriage and the servicemember's retirement-qualifying service before DFAS will make direct payment to the spouse or former spouse---10 U.S.C. §1408(d)(2). If payments to the spouse or former spouse are being ordered as child support or alimony/maintenance, there is no minimum time-duration requirement for the marriage in order to receive direct payments from DFAS.
- h. Unlike the situation with post-decree maintenance, payments under USFSPA of a share of the disposable retired pay as marital property will continue until the death of either the servicemember or the former spouse; i.e., they don't stop on remarriage of a former spouse.
- i. Payments under USFSPA are non-transferable. If the recipient wants part or all of the money to go to someone else, he/she must take action to transfer it to the recipient after receiving it from DFAS.
- j. If the servicemember is still on active duty and has not yet "vested" his or her retirement (usually by completing 20 years of qualifying service), the spouse or former spouse will be entitled to share in only a "20-year" retirement, and will not be awarded a share of any part of the servicemember's retired pay that is based on service beyond 20 years (this is based not on the USFSPA, but on In re Marriage of Pea, 17 Wash. App. 728 (1977)).
- k. In In re Marriage of Michael, 145 Wn. App. 854 (2008): Reverses the trial court's grant of the ex-wife's petition to modify the decree to provide for spousal maintenance, based on the ex-husband's VA waiver and resultant reduction of the amount she had been receiving; the Court of Appeals relied on the fact that recent enactment of the Concurrent Retirement and Disability Pay ("CRDP") statute (10 U.S.C. §1414) will cause the ex-wife's amount to increase year-by-year until it is fully restored; also enacted at the same time was a statute creating Combat-

Related Special Compensation (“CRSC”---10 U.S.C. §1413a), which, however, may not be divided by a divorce court, because the enacting statute states expressly that it is not retired pay.

1. CRSC and CRDP

- (1) Combat-Related Special Compensation is money awarded to an individual who applies for it and can prove that s/he is entitled to or receiving military retired pay, has at least a 10% disability rating from the VA, and acquired the disability as a result of armed conflict, hazardous duty, or preparation for combat. It is not taxable and by statutory definition is not retired pay and thus not subject to being divided by a divorce court.
- (2) Combined Retirement and Disability Pay is awarded automatically to those eligible for it, which includes regular retirees with a 50% or higher disability rating, or a former Reserve member who has at least 20 qualifying years of service, has reached retirement age, and has at least a 50% disability rating. If the servicemember has waived an amount of his/her retired pay in order to receive VA disability compensation, this is the way the Federal government repays that waived amount to the servicemember. This money is taxable and may be divided between the spouses in a dissolution or legal separation action.

D. **PRACTICE ALERT!:** Jurisdictional mismatch between RCW 4.24.100 and the USFSPA.

1. Under RCW 4.28.180, Washington courts have jurisdiction to hear a dissolution or separation case, even if the respondent is residing outside this state at the time of filing, if the respondent is a citizen (domiciliary) of this state or has submitted voluntarily to the personal jurisdiction of the court. Under RCW 4.28.185(1)(e), there is personal jurisdiction over a person residing outside the state if he or she engaged in an act of sexual intercourse in this state that may have resulted in the conception of a child; and there is personal jurisdiction under RCW 4.28.185(1)(f) over a person residing outside the state if the person resided with the spouse in a marital relationship in this state, as long as the other spouse continues to reside, or be stationed by the armed forces, in this state at the time of filing.
2. Under the USFSPA, however, there is jurisdiction over the servicemember to divide his/her retired pay, or the expectancy thereof, only on the basis of residence of the servicemember (or retired servicemember) spouse within the territorial jurisdiction of the court **other than because of military assignment**, his/her domicile in the territorial jurisdiction of the court, or by his/her consent to the jurisdiction of the court (10 U.S.C. §1408(c)(3)).
3. A former spouse may come to you with a copy of her decree in hand, along with one or more copies of a form letter from DFAS, telling her that DFAS cannot initiate the direct payment to her of her share of the retired pay as awarded to her in the decree, based on a lack of jurisdiction of the trial court to order the division. The reason for the letter usually is that the wife got personal jurisdiction over the husband for filing the dissolution case in Washington based on the “living in Washington during the marriage” language, but that period of living together in this state was based only on the husband’s military assignment in Washington. In other words, the only time he lived in this state was while he was on active duty, not before or after his service.

4. Under the underlined language in (2) above, that period of assignment in this state, while giving Washington courts jurisdiction to entertain the dissolution case, is insufficient, under the USFSPA, to confer jurisdiction for the court to divide the military retired pay or the expectation thereof.
 5. Sometimes, however, the problem with getting DFAS to initiate payment is that the documents submitted simply do not state the basis of the court's jurisdiction to divide the retired pay. For example, if the servicemember spouse signed a joinder agreeing to personal jurisdiction of the Washington court over him/her, that would be sufficient to confer jurisdiction upon the Washington court to divide the retired pay, because the USFSPA provides for jurisdiction to divide the retired pay if the servicemember consents to the jurisdiction of the court. It then becomes simply a matter of proof. If there is a Military Qualifying Court Order, then sending a certified copy of that to DFAS would do the job. If there was not an MQCO done in the case, a certified copy of the Findings of Fact and Conclusions of Law will suffice, because that document recites, at Paragraph 2.3, the basis of personal jurisdiction over the servicemember/retiree.
 6. If there truly was a lack of jurisdiction to divide the retired pay, it appears that the only available remedy would be to have your client try to invoke the jurisdiction of the courts of the state of the servicemember ex-spouse's residence, and seek a partition of the undivided asset.
- E. Washington case law has consistently held, since enactment of USFSPA, that entitlement to military retired pay is a divisible marital asset, exactly like any other species of pension benefit, whether vested or unvested. The most detailed case is In re the Marriage of Chavez, 80 Wash. App. 432, 909 P.2d 314, review denied, 129 Wn.2d 1016, 917 P.2d 576 (1996), which I strongly urge you to read.
- F. Basic calculation: The case law says here's how you determine the soon-to-be-former spouse's portion of the active duty military retired pay
First, you must know these things:
1. The day, month and year the servicemember joined the service (if there have been breaks in service, you must know all inclusive dates)
 2. The date of marriage
 3. The date of separation of the parties
 4. The date of the servicemember's retirement, if applicable
- G. Calculation of the retired pay percentages
1. Once you have the information required in (F) above, the calculation is made as follows:
Spouse's community property interest in the retired pay = $\frac{1}{2} \times M/S$, where M = the number of years and whole months the parties were married while the servicemember was performing service qualifying for retirement, and up to the date of separation of the parties or the decree date, as negotiated by the parties or determined by the court, and S = the total number of years and months the servicemember served on active duty (I use total months of service, because it is more accurate, and also because the Federal statutes on military retirement also use months, thus supporting my methodology).
 2. If the servicemember spouse is still serving on active duty at the time the retired pay

entitlement is being divided between the parties, you will not know the number for the denominator of the fraction, because the total number of years and months of service cannot be known until the member actually retires. Say that the numerator of the fraction, i.e., the number of months the parties were married while the servicemember was serving, is 165, but the member is still serving. In that case, simply state in your order that the non-military spouse's share shall be a percentage of the disposable retired pay of the servicemember spouse, based on the formula $\frac{1}{2} \times \frac{165}{s}$, where "s" is the number of whole months the member spouse served on active duty as of the date of the member's retirement. For Reservists, please read (I) below, and use the same formula as in (2) immediately above, except that you should characterize "s" in the equation as the total number of retirement points earned by the member as of the retirement date.

- H. Example: Servicemember John joins the Army on active duty on January 1, 1975. He meets Mary (she's not in the military), and they marry June 30, 1980. John retires from the Army on December 31, 1994. On August 31, 1998, he and Mary separate with no intention of reconciling. John comes to you to represent him in the dissolution and asks what entitlement Mary has to any of his military retired pay.

Answer: Mary's community property interest in John's retired pay is expressed as $\frac{1}{2} \times \frac{174}{240} = 36.3\%$.

Solution: The duration of the marriage was 14 years and six months, or 174 months, during John's retirement-qualifying service. John served for exactly 20 years, or 240 months. Mary's community property interest is one-half of the fraction formed by the numerator of 174, representing the number of months John served during the marriage and prior to separation or the decree date, and the denominator of 240, which represents the total duration of John's service in months.

Note: The "prior to separation" language is irrelevant here, as the parties didn't separate until after John already had vested his right to retire and was receiving his retired pay. When the calculation is being made prior to the servicemember's retirement, the "prior to separation" caveat becomes very important. If, instead of the separation date, the parties are going to use the decree date, or that is what the court ordered, the additional months that have passed between separation and the entry of the decree must be added to the numerator of the fraction.

- I. Reserve Component retired pay calculation: The computation for dividing Reserve Component retired pay is similar, but not exactly the same as that for active duty retired pay. To make the exactly correct calculation, you will need the same items of information stated in (F) above, plus a copy of the Reservist's or Guardmember's most recent Retirement Point Accounting Statement. This is a report the member receives each year showing his/her accumulated retirement points for each year of service. One calculates how many retirement points were earned during the marriage and prior to either separation of the parties or the date of the dissolution/separation decree, whichever the parties or the court decide, and strike the same fraction as in (G) above. Thus, the non-military spouse would have a community property share of $\frac{1}{2} \times \frac{M}{S}$, where M is the number of retirement points earned during marriage and prior to separation/decreed date, and S is the total points earned by the member as of the retirement date.

J. **PRACTICE ALERT RE THRIFT SAVINGS PLAN!** Department of Defense uniformed members are eligible to participate in the Federal Thrift Savings Plan (“TSP”). The employee has the option to deposit a set amount of pay each month into the TSP, which invests the money in a portfolio of mutual funds and other investment products. For attorneys representing either those military members who opt to participate in this program or their spouses, this is another item to deal with in discovery requests, settlement conferences, negotiations and trials. Also, a separate order is not required for the award of a share of the TSP balance to a spouse in the decree, but specific language is required. Go to "tsp.gov" to get a very helpful booklet on how to divide TSP benefits and what language is required in the decree.

K. **"YOU MUST REMEMBER THIS" (OR, WHY YOU NEED A MILITARY QUALIFYING COURT ORDER IN MILITARY DISSOLUTION AND SEPARATION CASES)**

1. As you surely know, the case of In the Matter of the Marriage of Jennings, Jennings, 138Wn.2d 612, was decided by the Washington Supreme Court in 1999. Mrs. Jennings had been duly awarded her appropriate percentage of her ex-husband's nondisability military retired pay in their dissolution decree. Thereafter, Mr. Jennings succeeded in getting his service-connected disability rating upgraded, and was offered an additional amount of disability retired pay. In order to receive that pay, however, it was necessary under Federal law for him to waive the identical amount of nondisability retired pay, which he happily did. (Rule of thumb: Retirees offered disability military retired pay always accept it, because unlike nondisability retired pay, it is exempt from all Federal, state and local tax). This in turn had the effect of substantially reducing the amount Mrs. Jennings received, as she had been awarded a percentage of the nondisability retired pay. Mrs. Jennings and counsel then filed a motion to reopen the dissolution decree under CR 60(b)(11), which motion was granted and resulted in the award of post-decree maintenance to be paid to Mrs. Jennings by Mr. Jennings to ameliorate the adverse financial impact upon Mrs. Jennings of his election to receive additional disability retired pay. The Court of Appeals reversed, holding simply that the events occurring after the entry of the decree did not justify reopening the decree under CR60(b)(11). 91 Wn. App. 543 (1998). The Washington Supreme Court, however, unanimously reversed the Court of Appeals, and held that the trial court's reopening of the decree and awarding “curative maintenance” were appropriate on the facts presented.
2. Following Jennings, there was great consternation in the trial courts over how to factor in the fact that the military member in some cases already had qualified for disability compensation and was receiving it. In other words, this situation presented a factual reversal of the Jennings situation—the military spouse retired and got the disability award and then the parties divorced. An illustration of how not to deal with this situation is presented by In re Marriage of Perkins, 113 Wn. App. 313, 26 P.3d 989 (2001). In that case, the husband already had retired from military service and was receiving gross retired pay of \$1,446.00 per month, and \$482.00 per month in VA disability compensation. The trial court purported to apply the remedy set forth in Jennings, first dividing the non-disability retired pay, but then stating that the wife would receive maintenance in an amount equal to “45% of the husband's total monthly compensation for disability.” 107 Wn. App., at 315. The appellate court reasoned that the trial court here did exactly what the Mansell and Kraft cases had stated could not

be done, which was to treat the disability compensation like an asset and divide it between the parties. This is impermissible, the court stated, even if the trial court “. . . labels its award as ‘maintenance’ ”. 107 Wn. App., at 327.

3. The "silver bullet" with which to protect the non-military spouse in this situation is the preparation and entry of a Military Qualifying Court Order. This is much preferable to just hoping that you've covered all the bases and trying to make the wording of your decree suffice. The order should be so worded as to preclude the servicemember from taking any actions the result of which would be to reduce the amount of retired pay received by the spouse or former spouse, and reserving jurisdiction for the trial court to take remedial action such as awarding maintenance or redistributing assets, if possible. These provisions are commonly referred to as "non-circumvention" language.

(QUESTION: Can the court retain jurisdiction just by saying it is doing so, or is its authority to do so limited by statute and/or court rule?)

L. How to submit a request for retired pay to DFAS

1. All of the services now have consolidated their finance activities at the Defense
2. Assuming that your client is eligible to receive direct payment of his/her share of the retired pay from DFAS, you send a certified copy of the dissolution decree, along with a certified copy of the Military Qualifying Court Order, if there is one, and an original DD Form 2293 to DFAS. See Attachment C for a copy of DD Form 2293. If your decree or MQCO does not recite the parties' marriage date, you'll need to also enclose either a copy of the marriage certificate, or other document proving the date of marriage of the parties. The clerk's jurats on your certified copies must be no older than 90 days when they arrive at DFAS.
3. Although it is not required by the USFSPA, it is strongly recommended that you send your documents by certified mail, with return receipt requested. This way, there is a better tracing system available if your documents get lost, and you have proof of service from the return postcard, assuming your documents get delivered.
4. The mailing address to DFAS appears on the front page of the DD Form 2293.
5. Shortly after the documents are received and signed for at DFAS, your client will receive a letter from DFAS, confirming receipt of the documents and enclosed therewith will be a W-4 form, for your client to designate how much withholding tax he/she wants deducted from his/her share of the retired pay.

M. Eligibility of former spouses for other military privileges after dissolution

1. The question often arises whether the non-military spouse, after the decree of
2. Generally, the former spouse's eligibility for other military benefits after dissolution depends on whether they satisfy what is called the "20-20-20" rule. This means that, generally, there must have been a marriage of at least 20 years' duration, the military spouse must have served at least 20 years, and there must be an overlap of at least 20 years between the marriage and the service.
3. If there were 20 years of marriage and 20 years of service, but only 15 years of overlap between the two, and the dissolution decree is entered before April 15, 1985, the non-military former spouse is entitled to lifetime medical coverage. If the former spouse meets the 20/20/15 former spouse but the decree was entered after April 1, 1985, medical coverage will terminate two (2) years after the decree is entered.

VI. SURVIVOR BENEFIT PLAN (SBP)

A. What is it?

1. By Federal law, the payment of retired pay for a retired member of the U. S. Armed Forces ends with the death of the servicemember.
2. Through the Survivor Benefit Plan (SBP), however, the Federal government has provided a means for the spouse or ex-spouse to continue receiving partial benefits after the demise of the military retiree spouse or ex-spouse (10 U.S.C. §§1444-1455).
3. If this coverage is elected, one chooses a “base amount” of coverage; that amount can be a minimum of \$490.00, or any greater amount up to the full amount of the retiree’s gross monthly retired pay.
4. If coverage is elected, the beneficiary will continue to receive 55% of the retiree’s base amount after the retiree’s death.

B. What does it cost?

1. The “premium” for SBP is 6.5% of the base amount per month (“Premium” is stated in quotation marks because the statute does not call it that—it is simply a reduction in the gross amount of the retired pay). In other words, for coverage of a base amount of \$2,000.00 per month in retired pay, the “premium” would be \$130.00 per month.
2. Premiums are deducted directly from the gross retired pay, before either the retiree or the ex-spouse gets any money. So, if the ex-spouse, for example, is awarded 35% of the disposable retired pay of the retiree as her share of the community property, she will be paying 35% of the SBP premium, because that amount comes “off the top” before either the retired servicemember or the non-military ex-spouse receives any money.

C. How do you get it?

1. When a married servicemember is about to retire from active duty, the servicemember and spouse must attend a presentation of the SBP program. After the briefing, they must sign forms to indicate if they wish to waive SBP coverage. If no waiver is signed at that time, the husband and wife become enrolled in SBP. Thereafter, both are locked in to SBP, unless Congress provides, as it sometimes does, a “window” or time period for participants to opt out of the program, or some other development justifies a change.
2. One such development can be a dissolution of the marriage of the parties. When this happens, the non-military ex-spouse loses eligibility to remain enrolled as a spouse, because he or she no longer is the servicemember’s spouse. If there was coverage during the time between retirement and the entry of the decree of dissolution, that coverage terminates. The servicemember, however, will be eligible to enroll the ex-spouse for SBP coverage as an ex-spouse. This eligibility does not exist, however, if the couple opted against spouse coverage at the time the servicemember retired and the parties had to choose whether or not to take SBP coverage.
3. SBP coverage under a former spouse status can be ordered in the decree of dissolution or Military Qualifying Court Order. Previously, Federal law did not provide for a court to order ex-spouse coverage over the retiree’s objection, but now it does.
4. Caution: Just because the court orders the retiree ex-spouse to enroll the non-military ex-spouse in SBP, that doesn’t guarantee that the retiree will do so. The problem is

that there is only a one-year “window” from the date of the dissolution decree during which the ex-spouse coverage can be activated. There were many cases in which the non-military ex-spouse lost her right to ex-spouse SBP coverage because the retiree did not file for the ex-spouse SBP coverage by the one-year deadline. In 1992, Congress provided a safeguard by passing the “deemed election” provision to the SBP statute. Under this provision, the non-military ex-spouse can write to DFAS in London, Kentucky, within a year after entry of the court order and request that DFAS “deem” that the retiree ex-spouse has elected ex-spouse SBP coverage. See Attachment D---DD Form 2656-10 (Survivor Benefit Plan Deemed Election Request).

- D. Practice tip: Some have told me that SBP is expensive insurance for what you’re buying. I haven’t surveyed the market personally, but I would recommend having the parties look for alternatives, such as term life insurance. The least expensive coverage is usually through the retiree’s employer-provided insurance plan. The inherent problem is that you can be sure that SBP, once you’re enrolled in it, will always be there, while commercially purchased insurance is always subject to cancellation for non-payment of premiums, or just unauthorized cancellation by the spouse ordered to provide coverage. Also, the Department of Defense points out that SBP is the only insurance program in which the premium payments are tax-exempt. This is because, as previously stated, the USFSPA provides that SBP “premiums” are deducted from the gross retired pay before income tax is calculated on the disposable portion.
- E. Who pays for it?
1. As previously stated, the USFSPA makes the SBP “premium” an item that is excluded from the disposable retired pay that is available for division by the trial court. 10 U.S.C. §1408(a)(4).
 2. Because of this, when SBP is in effect, each spouse is paying part of the SBP “premium,” based on his or her awarded share of the retired pay. For example, for a retired pay amount of \$2,000.00 per month, the SBP “premium” would be \$130.00, as stated in (B)(1) above. If the court awards each party 50% of the disposable retired pay, then each spouse would be paying 50% of the SBP “premium, or \$65.00 each. The reason is that but for the operation of the USFSPA to reduce the dollars available to them, there would be another \$130.00 to be split between them. Instead, this \$130.00 has gone to pay the servicemember’s share of the cost of the SBP coverage.
 3. Because of this anomaly, a statement in the decree or Military Qualifying Court Order that “The husband (or wife) shall pay for the cost of the SBP coverage,” is meaningless. DFAS still will take that 6.5% off the top, no matter what the state court order says.
 4. There are two ways to fix this. If the court orders one party to pay the cost, the decree or MQCO can provide for periodic reimbursement from one former spouse to the other. Then the party ordered to pay for the SBP reimburses the other party, based on the other party’s share of the SBP cost that has been taken by DFAS. The other way to fix the problem is to simply award the non-military party a greater or lesser percentage of the disposable military retired pay, sufficient to make up for the reimbursement that otherwise would be required. Example: If both parties are to receive 50% of the disposable retired pay, but the ex-wife is ordered to pay the total SBP cost, then awarding her 46.52% of the disposable retired pay will lower the dollars she receives by exactly enough to reimburse the ex-husband for the portion of

the SBP “premium” that he, in effect, has paid. Say the gross retired pay is \$2,000.00 per month again, and the SBP “premium” is \$130.00 per month. If the ex-wife is ordered to bear the full \$130.00 cost, she already will have paid \$65.00 of that cost if she is awarded 50% of the disposable retired pay.

The trick is to reduce her percentage of the retired pay by just enough to cover the husband’s \$65.00. In this example, the disposable retired pay is the \$2,000.00 gross minus the \$130.00 for SBP, leaving \$1,870.00 as the disposable retired pay. If we reduce her percentage to 46.52%, then she would receive $\$1,870.00 \times 0.4652 = \869.24 per month, and the husband would receive $\$1,870.00 \times 0.5346 = \$1,000.08$ per month. The difference between his monthly share of \$1,000.08 and her monthly share of \$869.24 is \$130.84, thus covering the \$130.00 per month expense for the SBP “premium” by the amount of this offset.

VII. CHILD CUSTODY STATUTE PROTECTING RIGHTS OF MILITARY PARENTS

- A. In 2009, RCW Section 26.09.260, regarding parenting plans, was amended to include several provisions helpful to military parents in child placement matters.
 - 1. Subsection 11 was created, providing that if the parent who has primary placement of a child receives military orders that would have a material effect on the parent's regarding placement of the child shall end no later than ten days after the returning harm to the child were the child to be returned to the military parent. If no such attendant temporary disruption to the child's schedule may not be alleged as a change
 - 2. New Subsection 12 provides that a parent receiving military orders requiring him/her to move a substantial distance from his/her residence or if compliance with the orders otherwise would materially affect the parent's ability to exercise residential time or visitation rights, the court may grant a request from the servicemember to delegate all or a portion of the servicemember's residential time or visitation rights to a third person, such as a family member or a stepparent, with a close and substantial relationship with the child, during the military parent's absence, if such would be in the child's best interest. Persons whose access to the child would be limited by RCW 26.09.191 may not have such time delegated to them, and court-ordered delegation
- B. On the federal level, several bills have been filed and passed in the House over the past several years, seeking to protect military parents from discrimination in child custody determinations, but none have survived in the Senate.

I hope this outline is helpful to you. If you have questions about a specific case, please feel free to call me at (253) 588-0215.

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HOW TO EFFECTIVELY USE A GUARDIAN AD LITEM IN MILITARY PARENTING PLANS

James A. Cathcart COL USMC (RET)

The topic sentence seems to imply that working with a GAL when one or both parties are service members is substantially different from civilian parenting plans. It isn't. There are, however, some issues and factors that are more prevalent or unique in military cases and it will be your job if you have a military client to ensure that the GAL understands them.

1. An important factor to be considered (not unique to military cases but more prevalent) is that cases where one party is in the military and intending to remain for some significant time or indefinitely is that the parenting plan will be – or will have to envision – a long distance residential relationship. I will discuss long distance plans below.
2. A second factor is that the usual GAL will be either largely to entirely unschooled in military matters. That means that the will not have experience or substantial knowledge about things like unit descriptions, MOS, the nature of assignments and how all of these things impact your client's ability to exercise residential time, his or her suitability for primary custody, and predictability.
3. Your GAL will be unlikely to be familiar with the documentation available to your client that is generally not available for civilian parties. NCOERs, OERs, Award citations, records or administrative counseling, or NJPs either have no civilian equivalent or are not maintained in a manner to be easily obtained and factored into the investigation.
4. Finally, per RCW 26.09. A service member whose residential time is conflicted by military orders and duties may delegate residential time to a family member. I will discuss this below, as well.

LONG DISTANCE PARENTING PLANS

1. Can be defined by time or by distance or by geography.
2. How does it impact schedule of residential time? Fewer visits but longer? Visits near the home of the residential parent?
3. What are the logistics of travel? Air, train, bus? How old are the kids and can they travel alone? How much time is eaten up with travel and how does that impact the length of a visit in order to make it "worth the time?"
4. What are the parties' financial resources and how does that impact the number of visits as compared to the duration?
5. How can the nonresidential parent maintain a relationship given long periods between visits? Skype, email, text, letters?
6. How will the plan change as the kids get older? How will their agendas conflict with the "all summer" long distance plan?

7. **HOW TO USE THE GAL?** You will want the GAL to make specific recommendations and fill in as many of the holes set out above as possible to maximize your possibility of a settlement. Remember, if you represent the military member he or she will nearly always be playing an away game if there is litigation in the future.

MILITARY JARGON, ACRONYMS AND CULTURE

1. Service members live in a world where a unit designation, a patch, a MOS, or a billet description describe a great deal about the service member's deployability, work routine, predictability, and professional flexibility.
2. The GAL will likely know nothing of this. If the presumably nonresidential party is on orders to the 160th SOAR the GAL needs to know that he or she will be on a very short leash and subject to "disappearing" in the middle of the night for an unknown amount of time.
3. If the service member is a POG, a grunt, a sailor on shore duty, an Air Traffic Controller, etc. there are differing expectations of how firmly his or her feet are buried in the sand of the current duty station. Someone needs to explain to the GAL. Remember, you want the GAL to see your client not just as a party to a family law case but as a person with unique training, abilities, and accomplishments.

DOCUMENTATION OF SKILLS AND ACHIEVEMENTS

1. A party who works at Boeing does not have easily at his or her disposal documentation of his work history and accomplishments. Your military client does. NCOERs or OERs will reflect your client's chain of command's opinion of him or her and describe the billets assigned and the responsibilities they have been assigned. The GAL will not know what these are – explain.
2. The client's service record will have copies of awards, commendations, and other positive feedback you can provide the GAL to provide the best picture of your client. Give them to the GAL.
3. If you represent the spouse, those same records will contain counseling entries, NJP records, and other documentation of character flaws and faults you want the GAL to see.

DELEGATION OF RESIDENTIAL TIME

1. RCW 26.09.260(12) provides for the ability of the Court to delegate residential time if a military member's ability to exercise his or her time under the Plan is materially affected by:

TDY

Deployment

Activation

Mobilization

If the circumstance involves the member being a substantial distance away from his residence OR otherwise has a material effect on his or her ability to exercise residential time.

2. The residential time can be delegated to:

A child's family member, including a stepparent

A person other than a parent with a close and substantial relationship to the minor child

If the delegation is in the child's best interest.

3. Remember that, as I said before, if you represent the military member you will almost always be playing a road game in the Washington court and appearing here will be expensive and difficult. Accordingly, you should urge the GAL to make recommendations about this delegation in his or her report with the hope of having the Court decide it is in the child's best interest during the primary litigation.

SUMMARY:

In support of this topic I have included for your use:

A copy of RCW 26.09.260

A Copy of a NCOER and an OER

Two short essays on drafting long distance parenting plans (permission for use provided by McKinley Irvin and the Genesis Law Firm)

Summing up, it is important to remember that the GAL is not Sherlock Holmes. He or she is time limited and does not have the time (or often the expertise) to conduct primary detective work. Information you can present to the GAL wrapped up in a nice bow, well organized, and tabbed will be easy for him or her to use and will help the GAL to recognize that your client is a person with the skills, education, and character to be a trustworthy and capable parent and is able to balance the competing demands of a high-responsibility career and parenthood.

RCW 26.09.260**Modification of parenting plan or custody decree.**

(1) Except as otherwise provided in subsections (4), (5), (6), (8), and (10) of this section, the court shall not modify a prior custody decree or a parenting plan unless it finds, upon the basis of facts that have arisen since the prior decree or plan or that were unknown to the court at the time of the prior decree or plan, that a substantial change has occurred in the circumstances of the child or the nonmoving party and that the modification is in the best interest of the child and is necessary to serve the best interests of the child. The effect of a parent's military duties potentially impacting parenting functions shall not, by itself, be a substantial change of circumstances justifying a permanent modification of a prior decree or plan.

(2) In applying these standards, the court shall retain the residential schedule established by the decree or parenting plan unless:

(a) The parents agree to the modification;

(b) The child has been integrated into the family of the petitioner with the consent of the other parent in substantial deviation from the parenting plan;

(c) The child's present environment is detrimental to the child's physical, mental, or emotional health and the harm likely to be caused by a change of environment is outweighed by the advantage of a change to the child; or

(d) The court has found the nonmoving parent in contempt of court at least twice within three years because the parent failed to comply with the residential time provisions in the court-ordered parenting plan, or the parent has been convicted of custodial interference in the first or second degree under RCW 9A.40.060 or 9A.40.070.

(3) A conviction of custodial interference in the first or second degree under RCW 9A.40.060 or 9A.40.070 shall constitute a substantial change of circumstances for the purposes of this section.

(4) The court may reduce or restrict contact between the child and the parent with whom the child does not reside a majority of the time if it finds that the reduction or restriction would serve and protect the best interests of the child using the criteria in RCW 26.09.191.

(5) The court may order adjustments to the residential aspects of a parenting plan upon a showing of a substantial change in circumstances of either parent or of the child, and without consideration of the factors set forth in subsection (2) of this section, if the proposed modification is only a minor modification in the residential schedule that does not change the residence the child is scheduled to reside in the majority of the time and:

(a) Does not exceed twenty-four full days in a calendar year; or

(b) Is based on a change of residence of the parent with whom the child does not reside the majority of the time or an involuntary change in work schedule by a parent which makes the residential schedule in the parenting plan impractical to follow; or

(c) Does not result in a schedule that exceeds ninety overnights per year in total, if the court finds that, at the time the petition for modification is filed, the decree of dissolution or parenting plan does not provide reasonable time with the parent with whom the child does not reside a majority of the time, and further, the court finds that it is in the best interests of the child to increase residential time with the parent in excess of the residential time period in (a) of this subsection. However, any motion under this subsection (5)(c) is subject to the factors established in subsection (2) of this section if the party bringing the petition has previously been granted a modification under this same subsection within twenty-four months of the current motion. Relief granted under this section shall not be the sole basis for adjusting or modifying child support.

(6) The court may order adjustments to the residential aspects of a parenting plan pursuant to a proceeding to permit or restrain a relocation of the child. The person objecting to the relocation of the child or the relocating person's proposed revised residential schedule may file a petition to modify the parenting plan, including a change of the residence in which the child resides the majority of the time, without a showing of adequate cause other than the proposed relocation itself. A hearing to determine adequate cause for modification shall not be required so long as the request for relocation of the child is being

pursued. In making a determination of a modification pursuant to relocation of the child, the court shall first determine whether to permit or restrain the relocation of the child using the procedures and standards provided in RCW 26.09.405 through 26.09.560. Following that determination, the court shall determine what modification pursuant to relocation should be made, if any, to the parenting plan or custody order or visitation order.

(7) A parent with whom the child does not reside a majority of the time and whose residential time with the child is subject to limitations pursuant to RCW 26.09.191 (2) or (3) may not seek expansion of residential time under subsection (5)(c) of this section unless that parent demonstrates a substantial change in circumstances specifically related to the basis for the limitation.

(8)(a) If a parent with whom the child does not reside a majority of the time voluntarily fails to exercise residential time for an extended period, that is, one year or longer, the court upon proper motion may make adjustments to the parenting plan in keeping with the best interests of the minor child.

(b) For the purposes of determining whether the parent has failed to exercise residential time for one year or longer, the court may not count any time periods during which the parent did not exercise residential time due to the effect of the parent's military duties potentially impacting parenting functions.

(9) A parent with whom the child does not reside a majority of the time who is required by the existing parenting plan to complete evaluations, treatment, parenting, or other classes may not seek expansion of residential time under subsection (5)(c) of this section unless that parent has fully complied with such requirements.

(10) The court may order adjustments to any of the nonresidential aspects of a parenting plan upon a showing of a substantial change of circumstances of either parent or of a child, and the adjustment is in the best interest of the child. Adjustments ordered under this section may be made without consideration of the factors set forth in subsection (2) of this section.

(11) If the parent with whom the child resides a majority of the time receives temporary duty, deployment, activation, or mobilization orders from the military that involve moving a substantial distance away from the parent's residence or otherwise would have a material effect on the parent's ability to exercise parenting functions and primary placement responsibilities, then:

(a) Any temporary custody order for the child during the parent's absence shall end no later than ten days after the returning parent provides notice to the temporary custodian, but shall not impair the discretion of the court to conduct an expedited or emergency hearing for resolution of the child's residential placement upon return of the parent and within ten days of the filing of a motion alleging an immediate danger of irreparable harm to the child. If a motion alleging immediate danger has not been filed, the motion for an order restoring the previous residential schedule shall be granted; and

(b) The temporary duty, activation, mobilization, or deployment and the temporary disruption to the child's schedule shall not be a factor in a determination of change of circumstances if a motion is filed to transfer residential placement from the parent who is a military service member.

(12) If a parent receives military temporary duty, deployment, activation, or mobilization orders that involve moving a substantial distance away from the military parent's residence or otherwise have a material effect on the military parent's ability to exercise residential time or visitation rights, at the request of the military parent, the court may delegate the military parent's residential time or visitation rights, or a portion thereof, to a child's family member, including a stepparent, or another person other than a parent, with a close and substantial relationship to the minor child for the duration of the military parent's absence, if delegating residential time or visitation rights is in the child's best interest. The court may not permit the delegation of residential time or visitation rights to a person who would be subject to limitations on residential time under RCW 26.09.191. The parties shall attempt to resolve disputes regarding delegation of residential time or visitation rights through the dispute resolution process specified in their parenting plan, unless excused by the court for good cause shown. Such a court-ordered temporary delegation of a military parent's residential time or visitation rights does not create separate rights to residential time or visitation for a person other than a parent.

(13) If the court finds that a motion to modify a prior decree or parenting plan has been brought in bad faith, the court shall assess the attorney's fees and court costs of the nonmoving parent against the moving

9. EVALUATE THE RATED OFFICER'S PERFORMANCE DURING THE RATING PERIOD AND HIS/HER POTENTIAL FOR PROMOTION

OUTSTANDING PERFORMANCE, MUST PROMOTE SATISFACTORY PERFORMANCE UNSATISFACTORY PERFORMANCE OTHER (Specify)

10. COMMENT ON SPECIFIC ASPECTS OF THE PERFORMANCE AND POTENTIAL FOR PROMOTION. REFER TO PART II, DA FORM 67-9 AND PART IV, 6, AND 6 DA FORM 67-9-1.

Outstanding performance by CPT Matt ██████████, exemplifying the highest standard of legal assistance support to a military community. Matt's expert counsel and conscientious advocacy resulted in top-notch service to his clients in over 750 individual appointments. Regardless of the case, Matt doggedly pursued his clients' best interests consistently obtaining favorable results. Particularly noteworthy examples were his successful eight-month fight to secure a \$41,000 payment for spousal support arrearages and the negotiation of a child visitation agreement despite the adverse party's constant disruptions. Remarkably, Matt maintained this level of support while serving as the sole designated legal assistance attorney for five months. During this same period, Matt assisted soldiers, units, and FRGs preparing for deployment in support of OIF2, and took sole responsibility for OIF1 redeployment processing requirements, providing constantly updated legal briefings and operating the reverse PDP legal cell for over 1,400 returning soldiers. Despite short notice and weekend requirements, Matt expertly juggled his manifold responsibilities without sacrificing quality. Matt also immersed himself in community activities. He developed a close relationship with the local high school where he presented classes on the legal profession and the JAG Corps and guided students through a mock trial for Law Day to rousing success. His desire for self-improvement, mentally and physically, is insatiable, having enrolled in three Army correspondence courses and participated in two marathons and three Army-sponsored runs.

CPT ██████████ is the epitome of a well-rounded judge advocate; legally sharp, physically fit, client focused, and actively engaged. He is a must select for both CVI and promotion to Major.

11. IDENTIFY ANY UNIQUE PROFESSIONAL SKILLS OR AREAS OF EXPERTISE OF VALUE TO THE ARMY THAT THE OFFICER POSSESSES. FOR ARMY COMPETITIVE CATEGORY OPT THROUGH LTC, ALSO INDICATE A POTENTIAL CAREER FIELD FOR FUTURE SERVICE.

PART VI - INTERMEDIATE RATER

PART VII - SENIOR RATER

12. EVALUATE THE RATED OFFICER'S PROMOTION POTENTIAL TO THE NEXT HIGHER GRADE

BEST QUALIFIED FULLY QUALIFIED DO NOT PROMOTE OTHER (Specify Below)

I currently advise _____ 20 _____ officer(s) in this grade
 A completed DA Form 67-9 is attached with this report and considered in my evaluation and rating. YES NO (Specify in 13)

13. POTENTIAL COMPARED WITH OFFICERS RATED IN SAME GRADE (OVERPARENTED BY DA)

ABOVE CENTER OF MASS
 (Less than 50% in top box; Center of Mass is 50% or more in top box)

CENTER OF MASS

BELOW CENTER OF MASS
 RETAIN

BELOW CENTER OF MASS
 DO NOT RETAIN

+

14. COMMENT ON PERFORMANCE/POTENTIAL

An exceptional performance by one of the best of my 7 legal assistance attorneys. In 20 years, I have never seen a JAG captain more dedicated to or enthusiastic about serving the legal needs of clients. Matt has been extraordinarily effective, routinely producing just results when lesser advocates would have abandoned hope. Matt's attentiveness to issues, tremendous work ethic, winning demeanor, and unmatched pursuit of excellence guarantee he will thrive in every setting. Make him a trial counsel or operational law attorney next so he can focus his abundant skills in direct support of commanders. He will absolutely shine. Matt has outstanding potential. Select for CVI and the Graduate Course at the first opportunity. Matt is a must select for promotion to major.

15. LIST 3 FUTURE ASSIGNMENTS FOR WHICH THIS OFFICER IS BEST SUITED. FOR ARMY COMPETITIVE CATEGORY OPT THROUGH LTC, ALSO INDICATE A POTENTIAL CAREER FIELD FOR FUTURE SERVICE.

Operational Law Attorney; Trial Counsel; Defense Counsel

[REDACTED]

[REDACTED]



Back to [NCOER Examples](#)

13F FIRE SUPPORT SERGEANT NCOER EXAMPLE

PART III - DUTY DESCRIPTION (Rater)	
<p>a. PRINCIPAL DUTY TITLE COMPANY FIRE SUPPORT SERGEANT</p>	<p>b. DUTY MOSC 13F3V</p>
<p>c. DAILY DUTIES AND SCOPE <i>(to include, as appropriate, people, equipment, facilities and dollars)</i> Company Fire Support Sergeant in a Ranger Battalion with no-notice worldwide deployment contingency missions; principal enlisted advisor to the Company Fire Support Officer; plans and coordinates all fire support for the company, to include attack helicopters, naval gunfire, close air support, mortars, and field artillery. Responsible for the health and welfare, training, and operational readiness of twelve soldiers; responsible for equipment valued in excess of \$700,000. Performs the duties of the Company FSO in his absence. space</p>	
<p>d. AREAS OF SPECIAL EMPHASIS Operation Enduring Freedom; Operation Iraqi Freedom; Fixed Wing Multilateral Training Exercise 2-06; Joint Firepower Course; Basic Non-Commissioned Officers Course. space</p>	
<p>e. APPOINTED DUTIES Headquarters Platoon Sergeant; Company Stinger NCO; Equal Opportunity NCO; Unit Sexual Harrassment Monitor. space</p>	
<p>f. COUNSELING DATES space</p>	
PART IV - ARMY VALUES/ ATTRIBUTES/ SKILLS/ ACTIONS (Rater)	
<p>a. ARMY VALUES. Check Either YES or NO. <i>(Comments are mandatory for "No" entries; optional for "Yes" entries.)</i></p>	
<p>space V space A space L space U space E space S space</p>	<p>1 LOYALTY: Bears true faith and allegiance to the US constitution, the Army, the unit, and other soldiers.</p> <p>2 DUTY: Fulfills their obligations</p> <p>3 RESPECT/EO/EEO: Treats people as they should be treated.</p> <p>4 SELFLESS SERVICE: Puts the welfare of the nation, the Army, and subordinates before their own.</p> <p>5 HONOR: Lives up to all the Army values.</p> <p>6 INTEGRITY: Does what is right –legally and morally.</p> <p>7 PERSONAL COURAGE: Faces fear, danger, or adversity (physical and moral).</p> <p><i>Bullet Comments</i> space <input type="checkbox"/> exemplifies both the NCO and the Ranger Creed space <input type="checkbox"/> committed to the development of his team and subordinates space <input type="checkbox"/> places the needs of the unit and mission above his own space</p>
<p>b. COMPETENCE <input type="checkbox"/> Duty Proficiency; MOS Competency <input type="checkbox"/> Technical & Tactical; Knowledge, Skills, and Abilities <input type="checkbox"/> Sound Judgement <input type="checkbox"/> Seeking Self-improvement; Always Learning <input type="checkbox"/> Accomplishing Tasks to the Fullest Capacity</p>	<p><input type="checkbox"/> planned and executed fire support assets for a difficult air assault mission in hostile terrain exceeding 7,000' elevation space <input type="checkbox"/> served as AC-130H gunship LNO, providing vital liaison between ground forces and close air support personnel space <input type="checkbox"/> controlled multiple simultaneous fire support missions in support of a Special Operations Quick Reaction Force space <input type="checkbox"/> scored 291 on ABFT</p>

<p>c. PHYSICAL FITNESS & MILITARY BEARING</p> <ul style="list-style-type: none"> o Mental and Physical Toughness o Endurance and Stamina to go the Distance o Displaying Confidence and Enthusiasm; Looks Like a Soldier 	<p>space</p> <ul style="list-style-type: none"> o conducted regular ranger standard 5 mile runs in under 45 minutes <p>space</p> <ul style="list-style-type: none"> o conducted seven road marches in excess of 15 miles in under 3.5 hours <p>space</p>
<p>d. LEADERSHIP</p> <ul style="list-style-type: none"> o Mission First o Genuine Concern for the Soldiers o Instilling the Spirit to Achieve and Win o Setting the Example; Be, Know, Do 	<ul style="list-style-type: none"> o led three multiservice fire support rehearsals in order to ensure success of a battalion airfield seizure <p>space</p> <ul style="list-style-type: none"> o assumed role as FSO to lead his fire support team on Special Operations QRF platoon missions for two months during a combat deployment <p>space</p> <ul style="list-style-type: none"> o led FIST team through a week of physical, mental, technical, and tactical events during a Ranger Battalion Best FIST competition <p>space</p>
<p>e. TRAINING</p> <ul style="list-style-type: none"> o Individual and Team o Mission Focused; Performance Oriented o Teaching Soldiers How; Common Tasks, Duty-related Skills o Sharing Knowledge and Experience to Fight, Survive and Win 	<ul style="list-style-type: none"> o completed Joint Firepower Course (JFC) and taught Air Force employment and tactics to his team in order to ensure mission success <p>space</p> <ul style="list-style-type: none"> o trained four new FOs to execute a complicated night airfield seizure involving four A-10s, two F-16s, one AC-130U, and two AH-6s <p>space</p> <ul style="list-style-type: none"> o sought out and conducted weekly ranges with A-10s, AH-64s, and AC-130H Gunships while forward deployed in Afghanistan <p>space</p>
<p>f. RESPONSIBILITY & ACCOUNTABILITY</p> <ul style="list-style-type: none"> o Care and Maintenance of Equipment/Facilities o Soldier and Equipment Safety o Conservation of Supplies and Funds o Encouraging Soldiers to Learn and Grow o Responsible for Good, Bad, Right & Wrong 	<ul style="list-style-type: none"> o maintained 100% accountability of \$700,000 worth of team equipment during three month combat rotations to Iraq and Afghanistan <p>space</p> <ul style="list-style-type: none"> o employed Special Operations fire support assets on multiple combat operations with no injuries or fatalities <p>space</p> <ul style="list-style-type: none"> o responsible for researching, testing, and fielding FIST equipment used to support Ranger combat missions <p>space</p>
<p>PART V - OVERALL PERFORMANCE AND POTENTIAL</p>	
<p>a. RATER. Overall Potential for Promotion and/or Service in Positions of Greater Responsibility</p>	<p>e. SENIOR RATER BULLET COMMENTS</p> <ul style="list-style-type: none"> o outstanding performance on the battlefield in Afghanistan and Iraq <p>space</p> <ul style="list-style-type: none"> o promote ahead of peers and send to ANCOC as soon as possible <p>space</p> <ul style="list-style-type: none"> o absolute unlimited potential <p>space</p>
<p>b. RATER. List three positions in which the rated NCO could best serve the Army at his/her current or next higher grade</p> <p>space</p> <p><u>Battalion Fire Support NCO</u></p> <p><u>JFC Instructor</u></p> <p><u>Regimental Assistant FSNCO</u></p> <p>space</p>	





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Drafting A "Long-Distance Parenting Plan" in WA

–by Sam Darling

This article provides a basic explanation of how to draft a residential schedule for a "long-distance parenting plan", meaning a parenting plan between parties who reside long distances from each other. The [typical every-other-weekend division of residential time](#) becomes less and less practical the further apart the parties are geographically. Take an extreme example—one parent lives in the United States and the other parent, who enlisted in the [military](#), lives in various locations [internationally](#). Very few parents can afford to fly their children back and forth overseas every two weeks for visitation, nor would they willingly subject their children to the travel time and jetlag. Parents who live a few hundred miles from each other face similar problems. In fact, in my experience, when the span is more than 50-100 miles, the parties are better off with a specially drafted division of residential time that takes into consideration the distance between the parties' homes.



1. The Flawed, Yet Typical Long-Distance Parenting Plan. Most judges and [family law lawyers](#) resolve the distance dilemma by consolidating visits into fewer, more lasting trips. For instance, some such parenting plans might allot the non-custodial parent the entirety of the children's summer vacation and every other winter break, with no visitations between. Unfortunately this solution comes with substantial flaws. These types of residential schedules force the custodial parent to give up most or all of the summer break; and the non-custodial parent sees the children infrequently, which can be heartbreaking for non-custodial parents who had been highly involved in their children's lives.

2. Our Firm's Solution. Given the typical long-distance parenting plan's drawbacks, our firm's typically advocate for what one might call a hybrid plan. I call it a hybrid plan because it includes longer, less frequent contact than the standard every-other-weekend residential schedule, but more frequent, shorter contact than the typical long-distance parenting plan. What allows our hybrid plan to work is its flexibility. The non-custodial parent does not receive the entirety of the summer, but he or she has the option of

vacationing with the children throughout the year so long as he or she gives adequate advance notice to the other parent and the children do not miss school.

The following is example language from a hybrid long-distance parenting plan's residential schedule (section 3 of a Washington State parenting plan).

Example Language for Hybrid Long-Distance Parenting Plan

3.1 SCHEDULE FOR CHILDREN UNDER SCHOOL AGE

Prior to enrollment in school, the child(ren) shall reside with petitioner, except for the following days and times when the children will reside with or be with the other parent:

See paragraph 3.6 below

3.2 SCHOOL SCHEDULE

Upon enrollment in school, the child(ren) shall reside with petitioner, except for the following days and times when the children will reside with or be with the other parent:

See paragraph 3.6 below

3.3 SCHEDULE FOR WINTER VACATION

The child(ren) shall reside with petitioner one year and respondent the next, on an alternating basis. The petitioner's time with the child(ren) shall begin during the 2014-2015 school year. Winter vacation commences on the day the child(ren) get out of school and ends the day before the child(ren) return to school.

3.4 SCHEDULE FOR OTHER SCHOOL BREAKS

Spring break shall alternate on a two-year schedule. In odd numbered years, the child(ren) shall reside with the petitioner during spring break; and in even numbered years, with the other parent. For purposes of this provision, spring break begins when school lets out and ends the day before the child(ren) return(s) to school. The following is an example of the deadline for the end of spring break: if the child(ren) begin(s) school on a Monday, spring break ends the morning of the preceding Sunday.

Mid-winter break, if any shall also alternate on a two-year schedule. In odd numbered years, the child(ren) shall reside with the respondent during mid-winter break; and in even numbered years, with the other parent. For purposes of this provision, mid-winter break begins when school lets out and ends the day before the child(ren) return(s) to school. The following is an example of the deadline for the end of mid-winter break: if the child(ren) begin(s) school on a Wednesday, mid-winter break ends the evening of the preceding Tuesday. The parties shall disregard mid-winter break if would result in inter-state travel and the break is three total days or less, including weekends.

3.5 SUMMER SCHEDULE

Upon completion of the school year, the children shall reside with the petitioner, except for the following days and times when the children will reside with or be with the other parent:

See paragraph 3.6 below

3.6 VACATION WITH PARENTS

Each calendar month respondent shall be allowed one four-day weekend with the child(ren) in Washington. These short, four-day vacations are generally intended to allow the respondent to visit the child(ren) where the child(ren) reside with the petitioner, and these short vacations must not interfere with the child(ren)'s school attendance. In addition to these four-day vacations, respondent shall be entitled to eight consecutive weeks of vacation with the child(ren) each summer. Respondent may take these longer, eight-week vacations in locations outside Washington.

Every year the petitioner shall be entitled to vacation with the child(ren) for a total of two weeks, which may be taken successively or in two intervals.

Each party must schedule his or her vacation time, as delineated above, with at least thirty-days' written notice to the other parent. The party receiving notice shall have no more than fifteen days in which to respond by claiming the same day(s) of vacation, not excluding the requirement that such response must be made at least thirty days in advance of the vacation date(s) in question. If each party claims the same vacation day(s), the petitioner's vacation request(s) shall govern in even numbered years and the respondent's vacation request(s) shall govern in odd numbered years.

It shall be presumptively contemptuous for the mother to take any action which would preclude the father from vacation with the child(ren) over Father's Day weekend or the several days immediately preceding or following.

Similarly, it shall be presumptively contemptuous for the father to take any action which would preclude the mother from vacationing with the child(ren) over Mother's Day weekend or the several days immediately preceding or following.

For more legal articles and guides, we encourage you to view the resources section of our firm's website. Or contact us to speak with one of our knowledgeable attorneys.

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How to Create a Workable Long-Distance Parenting Plan

Posted on Dec 2, 2013 12:00am PST



When the homes of divorced or separated parents are far away from each other, or if either parent relocates a significant distance away, a long-distance parenting plan can provide the children and non-residential parents with ample opportunity to maintain regular contact.

Long-distance parenting plans require careful consideration and detailed planning that takes into account the unique realities of each family. This can be challenging, however, especially if a regular pattern of visitation had already been established and now must be renegotiated.

Let's cover some of the key issues a long-distance parenting plan should address.

Regular Monthly Visitation

Many long-distance parenting plans attempt to maintain contact between the non-residential parent and the children with provisions that allow for regularly monthly (or even semi-monthly) visits with the children in their home state. Such provisions usually require the non-residential parent to provide the residential parent with a certain amount of notice of their intent to exercise this time to ensure that the children's regular routine is not disrupted.

The long distance plan may also provide for the children to travel to the non-residential parent's home state on a periodic basis as well.

Of course, in some cases, regular monthly visits may simply be impractical. If the distance between the parents is substantial, it will likely be both expensive and disruptive for the children or the parent to regularly travel between the two homes. For this reason, most long distance parenting plan will provide for longer visits during breaks from school.

Ample Residential Time During Breaks from School

In the interests of making up for the lack of regular contact between the non-residential parent and children, long-distance parenting plans usually provide for a substantial amount of visitation during breaks from school and holidays.

For example, the non-residential parent may have time with the children for the majority of the summer break from school, and also may have time with the children during other breaks such as spring or mid-winter vacation. The dates for non-holiday break periods vary across the country, of course, so it is important to consult the schedule for the children's home school district when planning for long distance visitation.

Holidays

Important family holidays, such as Christmas and Thanksgiving are usually split or alternated between the parents to ensure that each parent has the ability to celebrate with the children. In a given year, each parent should have the opportunity to celebrate at least one major holiday with the children.

In addition, the non-residential parent may be designated to have time with the children on longer holiday weekends such as Memorial Day and Labor Day every year.

Travel Arrangements

Of course, all of this travel between homes will require the parents to make transportation arrangements on a regular basis. For this reason, long-distance parenting plans must set out in detail how the children will travel to see the other parent.

Air Travel

If the children will travel by air, the plan must provide for the children to be accompanied by an adult at the departing, layover and arrival airports. For younger children, this often means that a parent must travel with them on each leg of the trip. Older children may be able to fly unaccompanied, so the plan should also address the age at which the parents agree that unaccompanied travel is appropriate (keep in mind that the specific age at which a child may fly without an adult varies by airline).

Other important air travel details should also be considered and memorialized in the plan, such as:

- The specific airports that the children will fly in and out of
- Acceptable times for travel to begin and end
- How and when tickets will be purchased
- Which parent is responsible for making travel arrangements

Car Travel

If the children will travel by car, the plan should specify which parent provides transportation for their visits. The plan may require the non-residential parent to provide all of the transportation or it may allocate the responsibility between both parents.

Responsibility for payment of travel expenses can be included in the parenting plan, but in many states this is more properly addressed in the child support order.

Communication

Long-distance parenting plans also provide for regular, often daily, telephonic communication between the children and the non-residential parent.

The use of video call services such as Skype or FaceTime is increasingly common in long-distance parenting plans. Video calls permit the parent and child to have a face-to-face conversation despite the distance between them.

It is essential to formulate a workable, regular schedule for telephone calls. This helps both the parents and the children to establish and maintain a routine, and also ensures that phone calls are not missed. When children are very young, the residential parent should be directed to facilitate telephone calls to ensure that they occur.

Other modes of communication, such as email or instant messenger, are also convenient ways to maintain regular contact between the children and the non-residential parent.

This page is reserved



What to File & Serve?

JURISDICTION – Can you file in Washington? - Real Property in WA – YES. Out of State? NO, can't divide real estate located in another state unless it's divided by agreement. Both parties here – YES. Kids over 6 months – 6 month's residency. VENUE – File in the County where you live, your kids live, you own property, or by agreement. Must object or reserve to Jurisdiction or Venue in your Response to Petition or this objection is waived.

Documents needed to initiate a Dissolution (Divorce):

1. Case Information Coversheet (generated by Clerk)
2. Order Setting Original Case Schedule (generated by Clerk)
3. Confidential Information
4. Summons: Notice about a Marriage or Domestic Partnership
5. Petition for Divorce ***with the SCRA record attached*** See <https://scra.dmdc.osd.mil/> and select Single Record Request
6. Parenting Plan (Proposed)
7. Motion and Declaration for Fee Waiver.
Pierce County filing fees: **\$290** Dissolution (dissolving a marriage); **\$260** Paternity.

IF you need Temporary Orders (before Final orders are entered):

8. Notice of Hearing – when you want your motion to be heard before a Commissioner
9. Motion for Temporary Family Law Order:

FYI: anytime you file a MOTION you will need the following documents:

- a. Motion

this is where you ask the Court to do something - like to grant a parenting plan or enter a support order. Keep in mind that support orders are typically LESS money than what the military requires you to give your spouse.

b. Declaration/s

Give the facts that support your motion.

c. Notice of Hearing: **14-4-2** for Commissioner's Court

A Notice of Hearing establishes the date that you want to have your hearing. Most family law hearings start with Commissioner's Court. Your hearing must be filed at least 14 days before the hearing. The responding party must respond no later than 4 days before the hearing. Your answer to that response must be filed 2 days before hearing.

d. Proposed Order/s

Typically: Parenting Plan (Temporary), Child Support Order (with Child Support Worksheets), and Temporary Family Law Order.

10. Sealed Confidential Reports (anything about your children, school records, etc.)
11. Sealed Personal Health Care Records (any medical records)
12. Sealed Financial Source Documents (any financial records are filed under this coversheet to keep them Confidential, for example, tax returns (file 2 years' worth), paystubs (file 6 months' worth), etc)
13. Financial Declaration – do not ESTIMATE!!! Look at your bills average them over a year. *If you give the court round numbers it will know that you are just guessing.*

When you initially serve your spouse with the above, also send the following final documents with your original service. If your spouse does not respond, you will be ready to ask the Court to enter a default judgment. This will enable the Court to give you exactly what you want.

14. Final Divorce Order – if you own LAND (called “real property” list the Parcel Number found at <https://epip.co.pierce.wa.us/cfapps/atr/epip/search.cfm>)
15. Finding and Conclusions about a Marriage
16. Parenting Plan Final
17. Child Support Order with Child Support Worksheets attached
18. Qualified Military Domestic Relations Order (this divides your military retirement, if applicable)

Asking a Pierce County Commissioner for a Fee Waiver Order

19. Start with the “Ex Parte” Department. Ex Parte means without the other party. Although Ex Parte is intended to be held without the other party present, in most cases the Commissioner will require you to prove that you did give notice to the other party before seeking an Order with that Court.
20. Ex Parte is held on the first floor of the City County Building located at 930 Tacoma Avenue S., Tacoma, WA 90402 in **Room 105**, Monday to Friday, at **09:00 – 11:30** and **13:30 – 15:30**; however, you must arrive at least 15 minutes before ex parte closes.
21. To the right hand side of the Courtroom is a basket of Ex Parte sheets, which are half sheets. You will need birthdays and full names of all parties. If you are asking for a FEE WAIVER, check that box. Then put that sheet in the basket located in front of the clerk who sits between you and the Commissioner at the front of the Courtroom.
22. The Clerk will call your name when it is your turn. Approach her and speak clearly into the microphones. State your name, that you are the Petitioner (if you have filed the action) and tell the Commissioner that you are there to ask for a FEE WAIVER. Always be respectful and address the Court as Your Honor.
23. You will then hand forward three documents: Motion, Financial Statement and Order.
24. If the Commissioner grants your FEE WAIVER, that order will be handed back to you along with your other documents. You may be required to pay part or all of the filing fees. Be sure to thank the Commissioner before departing, no matter what was granted.
25. Take your FEE WAIVER and original pleadings to Room 110 (to the right as you exit Room 105). Hand the clerk all of your original documents and the fee waiver.
26. The clerk will assign you a cause number. It can be found in the top right hand corner of your pleadings. It will begin with the year “16” and the second number will be “3” if you are filing for divorce and “5” if you have a Paternity matter. An example of a divorce (called dissolution) cause number is 16-3-00000-0. You will need this number the next time you seek relief from Ex Parte and will be required to sign in with it on the computer located near the Ex Parte sheets.
27. The Clerk will issue you a document called “Assignment to Set Trial.” It will list the day you need to return to obtain your trial date. If you fail to appear for this hearing, the Court will dismiss your case.
28. Your case is now filed and active. You must serve all documents that you were given and that you created on your spouse. People are very helpful in Pierce County. If you get confused, just ask. It will be easier than you think. 😊



**Status Report
Pursuant to Servicemembers Civil Relief Act**

Last Name: JOHNSTON
 First Name: SANDRA
 Middle Name: ELAINE
 Active Duty Status As Of: Sep-09-2016

*Get online at
<https://scra.dmdc.osd.mil/>*

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via this URL: [https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating Service Members or Getting a Mailing Address](https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating%20Service%20Members%20or%20Getting%20a%20Mailing%20Address). If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 5CSBMC2CA371320

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Pierce County Assessor-Treasurer
Mike Lonergan
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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(Drop this form in the basket in front of the court clerk)

Case Number: _____

CONTESTED Matter/Arrival Time: _____

Presented by (you): _____

UNCONTESTED/AGREED Matter

**MOTION REQUESTED
(Check Box Required)**

*****MOTIONS REQUIRING BACKGROUND CHECK*****
*Provide names and birthdates of **ADULTS at least 18 years old** that live in the home and/or if they are a party to this case.*

- Restraining Order **w/CHILDREN***
- Final Dissolution **w/CHILDREN***
- Final Parenting Plan and Residential Schedule *
- Temporary Order*

Name _____ DOB: _____
Name _____ DOB: _____
Name _____ DOB: _____
Name _____ DOB: _____

- Contempt
- Default
- FEE WAIVER
- Final Dissolution—**NO** Children
- Restraining Order—**NO** Children
- Shorten Time / Exceed CAP
- OTHER/MISC:** _____
- 26.09 GAL (order appointing parenting investigator)
- 11.88 GAL – **COUNTY PAY** (order appointing guardian ad litem for the alleged incapacitated)
- 11.88 GAL – **PRIVATE PAY** (order appointing guardian ad litem for the alleged incapacitated)
- Admit Will (Fill in name and birthdate of the proposed Personal Representative)
Name: _____ Date of Birth: _____

EX PARTE DEPT ROOM 105 SIGN-IN • PRINT & FILL OUT FORM COMPLETELY

(Drop this form in the basket in front of the court clerk)

Case Number: _____

CONTESTED Matter/Arrival Time: _____

Presented by (you): _____

UNCONTESTED/AGREED Matter

**MOTION REQUESTED
(Check Box Required)**

*****MOTIONS REQUIRING BACKGROUND CHECK*****
*Provide names and birthdates of **ADULTS at least 18 years old** that live in the home and/or if they are a party to this case.*

- Restraining Order **w/CHILDREN***
- Final Dissolution **w/CHILDREN***
- Final Parenting Plan and Residential Schedule *
- Temporary Order*

Name _____ DOB: _____
Name _____ DOB: _____
Name _____ DOB: _____
Name _____ DOB: _____

- Contempt
- Default
- FEE WAIVER
- Final Dissolution—**NO** Children
- Restraining Order—**NO** Children
- Shorten Time / Exceed CAP
- OTHER/MISC:** _____
- 26.09 GAL (order appointing parenting investigator)
- 11.88 GAL – **COUNTY PAY** (order appointing guardian ad litem for the alleged incapacitated)
- 11.88 GAL – **PRIVATE PAY** (order appointing guardian ad litem for the alleged incapacitated)
- Admit Will (Fill in name and birthdate of the proposed Personal Representative)
Name: _____ **2D-7** Date of Birth: _____

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Superior Court of Washington, County of PIERCE

In re:
Petitioner:

And Respondent:

No. _____

**Motion and Declaration For
Waiver of Civil Fees and
Surcharges
(MTAF)**

I. Motion

- 1.1 I am the petitioner respondent in this action.
- 1.2 I am asking for a waiver of fees and surcharges under GR 34.

II. Basis for Motion

2.1. GR 34 allows the court to waive "fees or surcharges the payment of which is a condition precedent to a litigant's ability to secure access to judicial relief" for a person who is indigent. As outlined below, I am indigent.

Dated: _____

Signature of Requesting Party

Print or Type Name

III. Declaration

I declare that,

3.1 I cannot afford to meet my necessary household living expenses and pay the fees and surcharges imposed by the court. Please see the attached Financial Statement, which I incorporate as part of this declaration.

3.2 In addition to the information in the financial statement I would like the court to consider the following:

(Check if applies.) I filed this motion by mail. I enclosed a self-addressed stamped envelope with the motion so that I can receive a copy of the order once it is signed.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at (city) _____, (state) _____ on (date) _____.

Signature Print or Type Name

Case Name: _____ Case Number: _____

Financial Statement (Attachment)			
1. My name is:			
2. <input type="checkbox"/> I provide support to people who live with me: How many? Age(s):			
3. My Monthly Income:		6. My Monthly Household Expenses:	
Employed <input type="checkbox"/>	Unemployed <input type="checkbox"/>	Rent/Mortgage:	\$
Employer's Name:		Food/Household Supplies:	\$
Gross pay per month (salary or hourly pay):	\$	Utilities:	\$
Take home pay per month:	\$	Transportation:	\$
4. Other Sources of Income Per Month in my Household:		Ordered Maintenance actually paid:	\$
Source:	\$	Ordered Child Support actually paid:	\$
Source:	\$	Clothing:	\$
Source:	\$	Child Care:	\$
Source:	\$	Education Expenses:	\$
Sub-Total:		Insurance (car, health):	\$
<input type="checkbox"/> I receive food stamps.		Medical Expenses:	\$
Total Income, lines 3 (take home pay) and 4:		Sub-Total:	\$
5. My Household Assets:		7. My Other Monthly Household Expenses:	
Cash on hand:	\$		\$
Checking Account Balance:	\$		\$
Savings Account Balance:	\$		\$
Auto #1 (Value less loan):	\$		\$
Auto #2 (Value less loan):	\$	Sub-Total:	\$
Home (Value less mortgage):	\$	8. My Other Debts with Monthly Payments:	
Other:	\$		\$ /mo
Other:	\$		\$ /mo
Other:	\$		\$ /mo
Other:	\$		\$ /mo
Other:	\$	Sub-Total:	\$
Total Household Assets:		Total Household Expenses and Debts, lines 6, 7, and 8:	\$
Date:		Signature:	

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Superior Court of Washington, County of PIERCE

In re:
Petitioner:

And Respondent:

No. _____

**Order Re Waiver of Civil Fees
and Surcharges**
 Granted (ORPRFP)
 Denied (ORDYMT)
 Clerk's Action Required 3.1

I. Basis

The court received the motion to waive fees and surcharges filed by or on behalf of the
 petitioner respondent.

II. Findings

The Court reviewed the motion and supporting declaration(s). Based on the declaration(s) and any relevant records and files, the Court finds:

- 2.1 The moving party is indigent based on the following: S/he:
 - is represented by a qualified legal aid provider that screened and found the applicant eligible for free civil legal aid services; and/or
 - receives benefits from one or more needs-based, means-tested assistance programs; and/or
 - has household income at or below 125% of the federal poverty guideline; and/or
 - has household income above 125% of the federal poverty guideline but cannot meet basic household living expenses and pay the fees and/or surcharges; and/or
 - other: _____

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2.2 The moving party is not indigent.

2.3 Other: _____

_____.

III. Order

Based on the findings the court orders:

3.1 The motion is granted, and
 all fees and surcharges the payment of which is a condition precedent to the moving party's ability to secure access to judicial relief are waived.
 other: _____

_____.

3.2 The motion is denied.

Dated: _____ **Judge/Commissioner**

Presented by:

Signature of Party or Lawyer/WSBA No.

Print or Type Name Date



Serving Your Divorce

- **Personal Service** – You can't do this. Hire a pro - someone to give your documents to the person you are serving, i.e. your spouse and who will file a Proof of Service for you.
- **Substitute personal service** - RCW 4.28.080(16)
(20 or 60 days): Handing your documents to a person of suitable age and discretion (over 18) who resides at the respondent's house
- In Washington = **20** days to respond
- Out of State = **60** days to respond
- Service by Publication = **60** days after first publication (*need a Court Order to do this*)
- Service by Mail = **90** days

Cannot get divorced any sooner than 90 days after filing and/or service, whichever is later.

“Perfected” service will allow you to get a default divorce if your spouse fails to respond after 90 days expires from service. Serve proposed final orders too.

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**SURVIVOR BENEFIT PLAN (SBP)/RESERVE COMPONENT (RC)
SBP REQUEST FOR DEEMED ELECTION**

OMB No. 0704-0448
OMB approval expires
Apr 30, 2011

The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 1155 Defense Pentagon, Washington, DC 20301-1155 (0704-0448). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. Chapter 73, subchapters II and III, DoD Instruction 1332.42, Survivor Annuity Program Administration, DoD Financial Management Regulation, Volume 7B, Chapter 43, and E.O. 9397 (SSN).

PRINCIPAL PURPOSE(S): Used by a former spouse to deem an election for Former Spouse SBP coverage.

ROUTINE USE(S): To former spouses for purposes of providing information, consistent with the requirements of 10 U.S.C. Section 1450(f)(3), regarding Survivor Benefit Plan coverage.

DISCLOSURE: Voluntary, however, failure to provide requested information within the first year following filing of the court order or filing which requires former spouse SBP coverage will result in delays in initiating, or denial of, former spouse SBP coverage.

INSTRUCTIONS

GENERAL.

1. Read these instructions carefully before completing the form. Please print legibly.
2. Ensure that you advise the finance center (see Item 3 below for address) of your marital status, correspondence and check address changes, at all times. Reserve Component former spouses must notify their personnel center (see Item 4 below for address) of their marital status and correspondence address at all times.
3. For those who are deeming an SBP election against a member who is currently serving on active duty or receiving retired pay, mail your election (certified or registered mail with return receipt requested is strongly recommended) to the appropriate Uniformed Service designated agent. The Uniformed Services' designated agents are:
 - (a) ARMY, NAVY, AIR FORCE and MARINE CORPS. Defense Finance and Accounting Service, U.S. Military Retirement Pay, P.O. Box 7130, London, KY 40742-7130,
 - (b) COAST GUARD: Commanding Officer (LGL), USCG Personnel Service Center, 444 S.E. Quincy Street, Topeka, KS 66683-3591;
 - (c) PUBLIC HEALTH SERVICE. Office of Commissioned Corps Support Services, Compensation Branch, 5600 Fishers Lane, Room 4-50, Rockville, MD 20857,
 - (d) NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION. Same as U.S. Coast Guard.
4. For those who are deeming an SBP election against a Reserve Component member who is not yet receiving retired pay (under age 60), mail your election (certified or registered mail with return receipt attached is strongly recommended) to the appropriate Branch of Service as follows.
 - (a) ARMY. Commander, Human Resources Command - St. Louis, ATTN. AHRC-PAP-T, 1 Reserve Way, St. Louis, MO 63132-5200,
 - (b) NAVY. Navy Reserve Personnel Center (PERS 912), 5722 Integrity Drive, Millington, TN 38054,
 - (c) AIR FORCE: Headquarters, ARPC/DPSSE, 6760 E. Irvington Place, Denver, CO 80250-4020;
 - (d) MARINE CORPS. Headquarters, U.S. Marine Corps, Separation & Retirement Branch (MMSR-6), 3280 Russell Road, Quantico, VA 22134-5103,
 - (e) COAST GUARD: Commanding Officer (LGL), USCG Personnel Service Center, 444 S.E. Quincy Street, Topeka, KS 66683-3591.

SECTION I - MEMBER IDENTIFICATION

1. MEMBER NAME (Last, First, Middle Initial)	2. SSN	3. a. BRANCH OF SERVICE	b. (X one) <input type="checkbox"/> ACTIVE <input type="checkbox"/> RESERVE <input type="checkbox"/> NATIONAL GUARD
4. IS MEMBER RETIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO		5. IF YES, DATE OF RETIREMENT (YYYYMMDD)	

SECTION II - FORMER SPOUSE IDENTIFICATION

6. FORMER SPOUSE NAME (Last, First, Middle Initial)	7. SSN	8. ADDRESS (Include ZIP Code)	9. DATE OF BIRTH (YYYYMMDD)
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10. MARRIAGE HISTORY

a. DATE MARRIED TO MEMBER (Listed in Item 1 above) (YYYYMMDD)	b. DATE OF DIVORCE (YYYYMMDD)	c. ARE YOU CURRENTLY MARRIED? <input type="checkbox"/> YES <input type="checkbox"/> NO	d. IF YES, DATE OF CURRENT MARRIAGE (YYYYMMDD)
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1 The Former Spouse and the Member were married on _____ and the marriage was
2 terminated by a Decree of Dissolution entered on _____.

3 **4. Assignment of Benefits:** The Member assigns a property interest in the Member's
4 disposable military retired pay to the Former Spouse. The Former Spouse is entitled to
5 direct payment from the Defense Finance and Accounting Service ("DFAS"), under
6 provisions of the Uniformed Services Former Spouses' Protection Act ("USFSPA"), 10 U.S.
C. Section 1408, as that statute provides at the time of entry of this order or hereafter may
be amended to provide.

7 **5. Amount of Payments:** The Former Spouse shall receive, as marital property, a portion of
8 each payment of the Member's disposable military retired pay, if, as and when received by
9 the Member, said portion being defined as one-half of a fraction, the numerator of which is
120, and the denominator of which is the number of whole months the Member will have
served as of the date of his retirement from active duty.

10 It is acknowledged and understood that under applicable Federal law, the Former Spouse
11 shall be responsible for payment by her of Federal income tax on the gross amount received
12 by her. Additionally, the Former Spouse shall receive a pro-rata share of any post-retirement
13 cost-of-living adjustments ("COLA's") made to Member's disposable retired pay on or after
14 the date of his retirement. Such pro-rata share shall be calculated in the same manner as the
Former Spouse's share of the Member's disposable military retired pay and is calculated
pursuant to this Section 5.

15 For purposes of interpreting this court's intention in making the division set out in this
16 Order, "military retirement" includes retired pay paid or to which Member would be entitled
17 for longevity of active duty and/or reserve component military service and all payments paid
18 or payable under the provisions of Chapter 38 or Chapter 61 of Title 10 of the United States
Code, before any statutory regulatory or elective deductions are applied. It also includes all
19 amounts of retired pay Member actually or constructively waives or forfeits in any manner
and for any reason or purpose, including, but not limited to, any waiver made in order to
20 qualify for Department of Veteran's Affairs benefits and any waiver arising from Member's
electing not to retire despite being qualified to retire.

21 "Military retirement" also includes any sum taken by Member in addition to, or in lieu of,
22 retirement pay or benefits, including but not limited to exit bonuses, voluntary separation,
incentive pay, special separation benefit or any other form of compensation attributed to
separation from military service instead of or in addition to payment of the military
retirement benefits normally payable to a retired Member.

23 **6. Duration of Payments:** The monthly payments under Paragraph 5 shall be paid to the
24 Former Spouse commencing on the Member's retirement date and shall continue during the
25 joint lives of the parties, and, to the extent permitted under law, irrespective of the future
marital status of either of them, the said payments shall terminate only upon the death of
either the Member or the Former Spouse.

1 7. **Overpayments:** The Former Spouse agrees that any future overpayments to her are
2 recoverable and subject to involuntary collection from her estate, of if possible, under
3 applicable Federal law and regulations, from future monthly payments to her under this
4 Order.

4 8. **Observance of Member's Rights under the Servicemembers' Civil Relief Act of 2003:**

5 The Member's rights under the Servicemembers' Civil Relief Act of 2003 (50 U.S.C. App.
6 Sec. 501, et seq.) were observed by the court as evidenced by the presence of her/his legal
7 counsel at the proceedings of dissolution, final orders of dissolution which were entered on
8 _____ and the affirmative signature of approval by Member's attorney.

8 [Attorney for Member], WSBA _____
9 Attorney at Law
10 [Address]
11 Seattle, WA 98
12 Tel.:

11 9. **Jurisdiction:** The parties agree that the Pierce County Superior Court, Tacoma,
12 Washington, is a court of competent jurisdiction in this action within meaning of 10 U.S.C.
13 Sec. 1408 (a)(1). This Order bears the certification of the Clerk of the above-named court
14 and has not been amended, superseded or set aside by any subsequent order. Further, the
15 parties agree that said court has jurisdiction under 10 U.S.C. Sec. 1408 (c)(4) to award the
16 Former Spouse the portion of the Member's disposable military retired pay awarded herein.

15 10. **Merger of Benefits and Indemnification:** The Member agrees not to merge the
16 Member's disposable retired pay with any other pension and not to pursue any course of
17 action that would defeat the Former Spouse's right to receive a portion of the Member's
18 disposable military pay. The Member agrees not to take any action by merger of the military
19 retired pay so as to cause a limitation in the amount of the total retired pay in which the
20 Member has a vested interest and therefore, the Member will not cause a limitation of the
21 Former Spouse's monthly payments as set forth above. The Member agrees to indemnify
22 the Former Spouse for any breach of this paragraph as follows: If the Member becomes
23 employed or otherwise has his military retired pay merged, which employment or other
24 conditions causes a merger of the Member's disposable retired pay, the Member will pay
25 directly to the Former Spouse the monthly amount provided in Paragraph 5, under the same
26 terms and conditions as if those payments were made pursuant to the terms of this Order.

21 11. **Continuing Jurisdiction:** The court shall retain jurisdiction to enter such further orders as
22 are necessary to enforce the award to the Former Spouse of the portion of the Member's
23 military retired pay awarded herein, including the recharacterization thereof as a division of
24 Civil Service or other retirement benefits, or to make an award of alimony or spousal
25 maintenance (in the sum of benefits payable plus future cost-of-living adjustments) in the
26 event that Member fails to comply with the provisions contained above requiring said
27 payments to Former Spouse by any means, including the application for a disability award or
28 filing of bankruptcy, or if military or government regulations or other restrictions interfere
29 with payments to Former Spouse as set forth herein, or if Member fails to comply with the

1 provisions contained above requiring said payments to Former Spouse, or if adjustment of
2 the percentages or amounts ordered herein should be required, based on Member's service
3 on active duty beyond 240 months or 20 years.

4 **12. Survivor Benefit Plan (SBP) Coverage:** The Member shall designate the Former Spouse
5 as his irrevocable Former Spouse Beneficiary under the Survivor Benefit Plan (SBP), and
6 shall designate as his base amount for SBP purposes the full amount of his gross military
7 retired pay. It is hereby acknowledged that the Former Spouse has the right under applicable
8 law to contact DFAS herself or through counsel, and seek a "deemed election" of
9 beneficiary status within one (1) year after entry of the decree of dissolution in this case.
10 **<DON'T ASSUME THAT THE MEMBER MUST PAY FOR THIS. IT IS
11 INSURANCE TO PROTECT THE FORMER SPOUSES INTEREST IN AN
12 ASSET AND MAY BE APPROPRIATE FOR HER TO PAY HER OWN
13 INSURANCE.>**

14 **13. Discovery:** The Member and Former Spouse both hereby waive any privacy or other rights
15 as may be required for either of them to obtain information relating to Member's date and
16 time of retirement, last unit assignment, final rank, grade and pay, present or past retired pay,
17 or the Former Spouse's residence and/or mailing address at the time of any application for
18 direct payment to her by DFAS of any amounts awarded herein, or other such information
19 as may be required to enforce the award made herein, or required in order to revise this
20 order so as to make it enforceable, or to make any other adjustments authorized herein.

21 **14. Notice of Pending Retirement:** The Member shall be required to notify the Former
22 Spouse, in writing, within thirty (30) days prior to his actual date of retirement. Such notice
23 shall indicate the Member's intention to retire and elected benefit commencement date. The
24 notice shall be sent via regular, first class mail. For this purpose, the Former Spouse shall
25 keep the Member notified of any changes in her mailing address from that stated at
Paragraph 3 of this order.

15. Direct Payment: The Former Spouse is eligible to apply for direct payment by DFAS to
her of her share of the Member's disposable retired pay, because the parties were married for
more than ten (10) years of the Member's service creditable toward retirement, as required
by 10 U.S.C. 1408 (d)(2) in order for the Former Spouse to receive direct payment.
Therefore, she shall submit the necessary documents to DFAS in order to initiate said direct
payment. In the time between the Member's retirement from active duty and the
commencement of direct payments to the Former Spouse from DFAS of her share of the
disposable retired pay, the Member shall pay the Former Spouse on the first of each month,
for the month preceding, the amount called for in Paragraph 5 above, and shall continue to
make such payments until direct payments from DFAS begin. The court shall retain
jurisdiction to ensure that the parties comply with the duties placed upon them in this Order.

1 Dated this _____ day of _____, 2005.

2
3 _____
The Honorable Judge/Commissioner

4 Presented by:

Agreed at to Form; Presentation Waived:

5
6 _____
/ WSBA #
Attorney for Petitioner

7 _____
/ WSBA #
Attorney for Respondent

8 Approved for entry:

9 _____
10 _____ (typed name), Petitioner

11 _____
_____ (typed name), Respondent

12 *I understand that _____(Opposing Counsel) is not my attorney nor is she/he attempting*
13 *to give me legal advice. I have been informed by _____(Opposing Counsel), Attorney for*
14 *_____, by this writing, that I should seek independent advice from an attorney with regard*
15 *to the provisions contained herein and how said provisions affect my rights under the laws of the*
16 *State of Washington. I have engaged counsel prior to this action and am well aware of how to*
17 *obtain said counsel. I have had the opportunity to seek legal advice from an independent*
18 *attorney, and have either counseled with such attorney or do not deem such advice by an*
19 *attorney necessary, and therefore, waive said right.*

20 _____
21 _____ (typed name), Petitioner/Respondent

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

In re the Marriage of:

NO.

Petitioner

MILITARY QUALIFYING
COURT ORDER
(FOR RETIRED SERVICE
MEMBERS)

and

Respondent

(No Mandatory Form Developed)

IT IS HEREBY ORDERED:

1. Acknowledgment: The parties acknowledge that Respondent, _____, is currently receiving a military retirement benefit based on his service in the United States Air Force. The parties further agree that his former spouse, Petitioner, _____, has an interest in such military retirement benefits, and shall receive from Mr. _____'s disposable retired pay an amount as set forth below, as part of the finalizing of this action for marital dissolution. Further, Mr. _____ shall assist Ms. _____ in submitting any application(s) necessary to secure her share of his disposable retired pay as awarded herein.

2. Member Information:

The "Member" as referred to herein is:

[Name]

[Address]

SSAN:

Date of Birth:

3. Former Spouse Information:

The "Former Spouse" as referred to herein is:

[Name]

[Address]

SSAN:

Date of Birth:

1 The Former Spouse and the Member were married on _____ and the marriage was
2 terminated by a Decree of Dissolution entered on this date and filed herewith.

3 **4. Assignment of Benefits:** The Member assigns a property interest in the Member's
4 disposable military retired pay to the Former Spouse. The Former Spouse is entitled to
5 direct payment from the Defense Finance and Accounting Service ("DFAS"), under
6 provisions of the Uniformed Services Former Spouses' Protection Act ("USFSPA"), 10 U.S.
C. Section 1408, as that statute provides at the time of entry of this order or hereafter may
be amended to provide.

7 **5. Amount of Payments:** The Former Spouse shall receive, as marital property, a portion of
8 each payment of the Member's disposable military retired pay, if, as and when received by
9 the Member, said portion being defined as one-half of a fraction, the numerator of which is
120, and the denominator of which is the number of whole months the Member served as of
the date of his retirement from active duty.

10 It is acknowledged and understood that under applicable Federal law, the Former Spouse
11 shall be responsible for payment by her of Federal income tax on the gross amount received
12 by her. Additionally, the Former Spouse shall receive a pro-rata share of any post-retirement
13 cost-of-living adjustments ("COLA's") made to Member's disposable retired pay on or after
14 the date of his retirement. Such pro-rata share shall be calculated in the same manner as the
Former Spouse's share of the Member's disposable military retired pay and is calculated
pursuant to this Section 5.

15 For purposes of interpreting this court's intention in making the division set out in this
16 Order, "military retirement" includes retired pay paid or to which Member would be entitled
17 for longevity of active duty and/or reserve component military service and all payments paid
18 or payable under the provisions of Chapter 38 or Chapter 61 of Title 10 of the United States
19 Code, before any statutory regulatory or elective deductions are applied. It also includes all
amounts of retired pay Member actually or constructively waives or forfeits in any manner
and for any reason or purpose, including, but not limited to, any waiver made in order to
qualify for Department of Veteran's Affairs benefits and any waiver arising from Member's
electing not to retire despite being qualified to retire.

20 "Military retirement" also includes any sum taken by Member in addition to, or in lieu of,
21 retirement pay or benefits, including but not limited to exit bonuses, voluntary separation,
22 incentive pay, special separation benefit or any other form of compensation attributed to
separation from military service instead of or in addition to payment of the military
retirement benefits normally payable to a retired Member.

23 **6. Duration of Payments:** The monthly payments under Paragraph 5 shall be paid to the
24 Former Spouse commencing retroactively with the first payment to have been made on
25 _____, ***as per agreement of the parties and outlined in the CR2A Agreement filed
with the court on August 30, 2006, < THIS LANGUAGE MAY NOT APPLY TO
YOUR SITUATION >*** and shall continue during the joint lives of the parties, and, to the
extent permitted under law, irrespective of the future marital status of either of them. The

1 said payments shall terminate only upon the death of either the Member or the Former
2 Spouse.

3 **7. Overpayments:** The Former Spouse agrees that any future overpayments to her are
4 recoverable and subject to involuntary collection from her estate, of if possible, under
5 applicable Federal law and regulations, from future monthly payments to her under this
6 Order.

7 **8. Observance of Member's Rights under the Servicemembers' Civil Relief Act of 2003:**
8 The Member having retired from active duty, the Servicemembers' Civil Relief Act of 2003 is
9 not applicable to him.

10 **9. Jurisdiction:** The parties agree that the Pierce County Superior Court, Tacoma,
11 Washington, is a court of competent jurisdiction in this action within meaning of 10 U.S.C.
12 Sec. 1408 (a)(1). This Order bears the certification of the Clerk of the above-named court
13 and has not been amended, superseded or set aside by any subsequent order. Further, the
14 parties agree that said court has jurisdiction under 10 U.S.C. Sec. 1408 (c)(4) to award the
15 Former Spouse the portion of the Member's disposable military retired pay awarded herein.

16 **10. Merger of Benefits and Indemnification:** The Member agrees not to merge the Member's
17 disposable retired pay with any other pension and not to pursue any course of action that
18 would defeat the Former Spouse's right to receive a portion of the Member's disposable
19 military pay. The Member agrees not to take any action by merger of the military retired pay
20 so as to cause a limitation in the amount of the total retired pay in which the Member has a
21 vested interest and therefore , the Member will not cause a limitation of the Former Spouse's
22 monthly payments as set forth above. The Member agrees to indemnify the Former Spouse
23 for any breach of this paragraph as follows: If the Member becomes employed or otherwise
24 has his military retired pay merged, which employment or other condition causes a merger of
25 the Member's disposable retired pay, the Member will pay directly to the Former Spouse the
monthly amount provided in Paragraph 5, under the same terms and conditions as if those
payments were made pursuant to the terms of this Order.

11. Continuing Jurisdiction: The court shall retain jurisdiction to enter such further orders as are
necessary to enforce the award to the Former Spouse of the portion of the Member's
military retired pay awarded herein, including the recharacterization thereof as a division of
Civil Service or other retirement benefits, or to make an award of alimony or spousal
maintenance (in the sum of benefits payable plus future cost-of-living adjustments) in the
event that Member fails to comply with the provisions contained above requiring said
payments to Former Spouse by any means, including the application for a disability award or
filing of bankruptcy, or if military or government regulations or other restrictions interfere
with payments to Former Spouse as set forth herein, or if Member fails to comply with the
provisions contained above requiring said payments to Former Spouse, or if adjustment of
the percentages or amounts ordered herein should be required, based on Member's service
on active duty beyond 240 months or 20 years.

12. Survivor Benefit Plan (SBP) Coverage: The Member shall and has designated the Former
Spouse as his irrevocable Former Spouse Beneficiary under the Survivor Benefit Plan (SBP)

1 of the Department of Defense, and shall and has designated as his base amount for SBP
2 purposes the full amount of his gross military retired pay. It is hereby acknowledged that the
3 Former Spouse has the right under applicable law to contact DFAS herself or through
4 counsel, and seek a "deemed election" of beneficiary status within one (1) year after entry of
5 the Decree of Dissolution in this case. **<DON'T ASSUME THAT THE MEMBER
MUST PAY FOR THIS. IT IS INSURANCE TO PROTECT THE FORMER
SPOUSES INTEREST IN AN ASSET AND MAY BE APPROPRIATE FOR HER
TO PAY HER OWN INSURANCE.>**

6 **13. Discovery:** The Member and Former Spouse both hereby waive any privacy or other rights as
7 may be required for either of them to obtain information relating to Member's date and time
8 of retirement, last unit assignment, final rank, grade and pay, present or past retired pay, or
9 the Former Spouse's residence and/or mailing address at the time of any application for
direct payment to her by DFAS of any amounts awarded herein, or other such information
as may be required to enforce the award made herein, or required in order to revise this
order so as to make it enforceable, or to make any other adjustments authorized herein.

10 **14. Direct Payment:** The Former Spouse is eligible to apply for direct payment by DFAS to her
11 of her share of the Member's disposable retired pay, because the parties were married for
12 more than ten (10) years of the Member's service creditable toward retirement, as required
13 by 10 U.S.C. 1408 (d)(2) in order for the Former Spouse to receive direct payment.
14 Therefore, she shall submit the necessary documents to DFAS in order to initiate said direct
15 payment. From the commencement of direct payments to the Former Spouse from DFAS
16 of her share of the disposable retired pay, the Member shall pay the Former Spouse on the
first of each month, for the month preceding, the amount called for in Paragraph 5 above,
and shall continue to make such payments until direct payments from DFAS begin. The
court shall retain jurisdiction to ensure that the parties comply with the duties placed upon
them in this Order.

17 **15. Effective Date of Order:** This Order is effective as of _____.

18 Dated this _____ day of _____, 20____.

19 _____
20 Judge/Court Commissioner
21
22
23
24
25

1 Presented by:

Agreed at to Form; Presentation Waived:

2
3 _____ / WSBA #
4 Attorney for Petitioner

_____ / WSBA #
Attorney for Respondent

5
6 *I understand that _____(Opposing Counsel) is not my attorney nor is she/he attempting*
7 *to give me legal advice. I have been informed by _____(Opposing Counsel), Attorney for*
8 *_____, by this writing, that I should seek independent advice from an attorney with regard*
9 *to the provisions contained herein and how said provisions affect my rights under the laws of the*
10 *State of Washington. I have engaged counsel prior to this action and am well aware of how to*
11 *obtain said counsel. I have had the opportunity to seek legal advice from an independent*
12 *attorney, and have either counseled with such attorney or do not deem such advice by an*
13 *attorney necessary, and therefore, waive said right.*

14 _____
15 _____ (typed name), Petitioner/Respondent

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