

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

Plaintiff

Vs.

Civil Action No. _____

Defendant

SETTLEMENT AGREEMENT

This is an agreement by and between _____ hereinafter referred to as "Wife") and _____ (hereinafter referred to as "Husband").

WHEREAS, the parties are married but are currently living in a bona fide state of separation;

WHEREAS, MINOR child(ren) born as issue of the marriage is/are:

Name: _____	YOB: _____
Name: _____	YOB: _____
Name: _____	YOB: _____
Name: _____	YOB: _____

WHEREAS, the parties desire to settle between themselves all questions of division of property, alimony and all other rights and obligations arising out of their marital relationship;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Separation

The parties shall continue to live separate and apart and each shall be free from interference, molestation, authority and control, direct or indirect by the other as fully as if sole and unmarried, and each may reside at such place or places as he or she may select.

2. Custody and Visitation

The parties agree that the welfare of the child(ren) is important. Neither party shall do anything to hamper the natural development of the children's love and respect for the other party.

3. Legal and Physical Custody

Legal custody of the child(ren) to: _____

Physical custody of the child(ren) to: _____

4. Visitation

See attached Parenting Plan.

5. Child Support

You must go to <https://csconlinecalc.georgiacourts.gov/> and complete the Child Support worksheet, and include it in your divorce papers.

See attached Child Support Addendum.

6. Health Insurance

A selection must be made.

The ☐ Wife/ ☐ Husband shall maintain a policy of medical and _____ insurance for the benefit of the minor child(ren) for so long as the child support obligation set forth herein exists. Costs not covered under the insurance policy shall be divided between Husband and Wife as follows: _____

7. Alimony

A selection must be made or the right to alimony will be waived

- ☐ Wife/ ☐ Husband shall pay the sum of \$ _____ per _____ [week or month] to be paid beginning on _____ [Date] and to continue thereafter until the ☐ Wife / ☐ Husband remarries or dies.
- ☐ The parties expressly waive alimony for the past, present and future.

8. Division of Property

A selection must be made or no martial property will be subject to division.

- ☐ The parties have no marital Property to divide.
- ☐ The parties have previously divided their mutual property to their mutual satisfaction.
- ☐ The parties acknowledge that they possess various items of jointly owned property, which shall be divided as follows:

Wife: _____

Husband: _____

9. Division of Debts

A selection must be made or parties will be responsible for debts in their own name.

- ☐ The parties acknowledge that they have no outstanding joint debts.
- ☐ The parties agree to the division of debts as indicated below

Wife: _____

Husband: _____

10. Name Restoration

The parties request that the Wife's name be restored to _____

11. Binding Agreement

The parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress or any undue influence. This Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein,

This agreement is entered into this the ____ day of _____, 20____.

Sworn to and subscribed before me,
This ____ day of _____ 20____.

Plaintiff, Pro Se (Signature)

Notary Public (Seal)
My Commission Expires: _____

Sworn to and subscribed before me
This ____ day of _____ 20____.

Defendant, Pro Se (Signature)

Notary Public (Seal)
My Commission Expires _____

**BIBB COUNTY SUPERIOR COURT
STATE OF GEORGIA**

Plaintiff

vs.

Civil Action No. _____

Defendant

PARENTING PLAN

() The parties have agreed to the terms of this plan and this information has been furnished by both parties to meet the requirements of OCGA Section 19-9-1. The parties agree on the terms of the plan and affirm the accuracy of the information provided, as shown by their signatures at the end of this order.

() This plan has been prepared by the judge.

This plan

() is a new plan.

() modified an existing Parenting Plan dated_____.

() modified an existing Order dated _____.

Child's Name	Date of Birth

I. Custody and Decision Making:

A. Legal Custody shall be (choose one:)

☐ with the Mother

☐ with the Father

☐ Joint

B. Primary Physical Custodian

For each of the children named below the primary physical custodial shall be:

	Y/O/B:	☐ Mother	☐ Father	☐ Joint
	Y/O/B:	☐ Mother	☐ Father	☐ Joint
	Y/O/B:	☐ Mother	☐ Father	☐ Joint
	Y/O/B:	☐ Mother	☐ Father	☐ Joint
	Y/O/B:	☐ Mother	☐ Father	☐ Joint
	Y/O/B:	☐ Mother	☐ Father	☐ Joint

WHERE JOINT PHYSICAL CUSTODY IS CHOSEN BY THE PARENTS OR ORDERED BY THE COURT, A DETAILED PLAN OF THE LIVING ARRANGEMENTS OF THE CHILD(REN) SHALL BE ATTACHED AND MADE A PART OF THIS PARENTING PLAN.

C. Day-To-Day Decisions

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

D. Major Decisions

Major decisions regarding each child shall be made as follows:

Education decisions	☐ mother	☐ father	☐ joint
Non-emergency health care	☐ mother	☐ father	☐ joint
Religious upbringing	☐ mother	☐ father	☐ joint
Extracurricular activities	☐ mother	☐ father	☐ joint
_____	☐ mother	☐ father	☐ joint
_____	☐ mother	☐ father	☐ joint

E. Disagreements

Where parents have elected joint decision making in Section I. D above, please explain how any disagreements in decision-making will be resolved.

II. Parenting Time/Visitation Schedules

A. Parenting Time/Visitation

During the term of this parenting plan the non-custodial parent shall have at a minimum the following rights of parenting time/visitation (choose an item):

- ☐ The first and third weekend of each month.
- ☐ The first, third, and fifth weekend of each month.
- ☐ The second and fourth weekend starting on _____.
- ☐ Each _____ start at _____ a.m./p.m. and ending _____ a.m./p.m.
- ☐ Other:

☐ and weekday parenting time/visitation on (choose an item):

☐ None

☐ Every Wednesday Evening

☐ Every other Wednesday during the week prior to a non-visitation weekend.

☐ Every _____ and _____ evening.

☐ Other _____

For purposes of this parenting plan, a weekend will start at _____ a.m./p.m. on [Thursday/
Friday/Saturday/Other: _____] and end at _____ a.m./p.m. on [Sunday/
Monday/Other: _____].

Weekend visitation will begin at _____ a.m./p.m. and will end [_____ p.m./ when the
child(ren) return(s) to school or day care the next morning / Other _____].

This parenting schedule begins:

- ☐ _____ (day and time) **OR** ☐ date of the Court's Order

B. Major Holidays and Vacation Periods

Thanksgiving

The day to day schedule shall apply unless other arrangements are set forth:

_____ beginning _____.

Winter Vacation

The () mother () father shall have the child(ren) for the first period from the day and time school is dismissed until December _____ at ____ a.m./p.m. in () odd number years () even number years () every year. The other parent will have the child(ren) for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. Unless otherwise indicated, the parties shall alternate the first and second periods each year.

Other agreement of the parents:

Summer Vacation (if applicable)

Define: _____

The day to day schedule shall apply unless other arrangements are set forth:

_____ beginning _____.

Fall Vacation (if applicable)

Define: _____

The day to day schedule shall apply unless other arrangements are set forth:

_____ beginning _____.

C. Other Holiday Schedule (if applicable)

Martin Luther King Day	_____	_____
Presidents' Day	_____	_____
Mother's Day	_____	_____
Memorial Day	_____	_____
Father's Day	_____	_____
July Fourth	_____	_____
Labor Day	_____	_____
Halloween	_____	_____

Child(ren)'s Birthday(s)	_____	_____
Mother's Birthday	_____	_____
Father's Birthday	_____	_____
Religious Holidays:	_____	_____

Other:	_____	_____
_____	_____	_____
	_____	_____
Other:	_____	_____
_____	_____	_____
Other:	_____	_____

D. Other extended periods of time during school, etc. (refer to the school schedule)

E. Start and end dates for holiday visitation

For the purposes of this parenting plan, the holiday will start and end as follows (choose one):

- () Holidays that fall on Friday will include the following Saturday and Sunday
 () Holidays that fall on Monday will include the preceding Saturday and Sunday
 () Other: _____

F. Coordination of Parenting Schedules

Check if applicable:

() The holiday parenting time/visitation schedule takes precedence over the regular parenting time/visitation schedule.

() When the child(ren) is/are with a parent for an extended parenting time/visitation period (such as summer), the other parent shall be entitled to visit with the child(ren) during the extended period, as follows:

G. Transportation Arrangements

For visitation, the place of meeting for the exchange of the child(ren) shall be :

The _____ will be responsible for transportation of the child at the beginning of visitation.

The _____ will be responsible for transportation of the child at the conclusion of visitation.

Transportation costs will be allocated as follows:

Other provisions: _____

H. Contacting the child

When the child or children are in the physical custody of one parent, the other parent will have the right to contact the child or children as follows:

☐ Telephone

☐ Other: _____

☐ Limitations on contact:

I. Supervision of Parenting time

☐ Check here if Applicable

The day-to-day parenting time outlined above shall be conducted under supervision to ensure the safety of the child(ren) and/or parent as provided for in O.C.G.A. § 19-9-7 (a):

Place: _____

Person/Organization supervising: _____

Responsibility for cost:

☐ mother

☐ father

☐ both equally

J. Communication Provisions

Please check:

☐ Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number. A parent changing residence must give at least 30 days notice of the change and provide the full address of the new residence.

☐ Due to prior acts of family violence, the address of the child(ren) and victim of family violence shall be kept confidential. The protected parent shall promptly notify the other parent, through a third party, of any change in contact information necessary to conduct visitation.

III. Access to Records and Information

Rights of the Parents

Absent agreement to limitations of court ordered limitations, pursuant to O.C.G.A. § 19-9-1 (b) (1) (D), both parents are entitled to access to all of the child(ren)'s records and information, including, but not limited to, education, health, extracurricular activities, and religious communications. Designation as a non-custodial parent does not affect a parent's right to equal access to these records.

Limitations on access rights: _____

Other Information Sharing Provisions: _____

IV. Modification of Plan or Disagreements

Parties may, by mutual agreement, vary the parenting time/visitation; however, such agreement shall not be a binding court order. Custody shall only be modified by court order.

Should the parents disagree about this parenting plan or wish to modify it, they must make a good faith effort to resolve the issue between them.

V. Special Considerations

Please attach an addendum detailing any special circumstances of which the Court should be aware (e.g., health issues, education issues, etc.)

VI. Parents' Consent

Please review the following and initial:

1. We recognize that a close and continuing parent-child relationship and continuity in the child's life is in the child's best interest.

Mother's Initials _____ Father's Initials _____

2. We recognize that our child's needs will change and grow as the child matures; we have made a good faith effort to take these changing needs into account so that the need for future modifications to the parenting plan are minimized.

Mother's Initials _____ Father's Initials _____

3. We recognize that the parent with physical custody will make the day-to-day decisions and emergency decisions while the child is residing with such parent.

Mother's Initials _____ Father's Initials _____

() We knowingly and voluntarily agree on the terms of this Parenting Plan. Each of us affirms that the information we have provided in this Plan is true and correct.

Mother's Signature

Father's Signature

ORDER

The Court has reviewed the foregoing Parenting Plan, and it is hereby made the order of this Court.

This Order entered on _____, 20 _____.

JUDGE
BIBB COUNTY SUPERIOR COURT

BIBB COUNTY SUPERIOR COURT
STATE OF GEORGIA

Plaintiff

vs.

Civil Action No. _____

Defendant

CHILD SUPPORT ADDENDUM

Instructions: All parts of this Addendum must be completed and it must be attached to all final orders and judgments determining the amount of child support. However, it is not required for orders of contempt motions.

[You must check of the following boxes]

- () The parties have agreed to the terms of this order and this information has been furnished by both parties to meet the requirements of OCGA § 19-6-15. The parties agree on the terms of the order and affirm the accuracy of the information provided, as shown by their signatures at the end of this addendum.
- () This addendum includes findings of fact and conclusions of law and fact made by the Court, in compliance with the OCGA § 19-6-15

Application of Child Support Guidelines. The statutory requirements of OCGA § 19-6-15 have been applied in reaching the amount of child support provided under the final order in this action. The specifics are as follows:

1. **Gross Income** - The Father's gross monthly income (before taxes) is \$_____; The Mother's gross monthly income (before taxes) is \$_____.
2. **Number of Children** - The number of children for whom support is being provided under this order is _____.
3. **Attachments** – The *Child Support Worksheet* and *Schedule E* are attached and made a part of this addendum, along with any other applicable schedules.
4. **Child Support Amount** – The _____ shall pay to the _____, for the support of the minor children, the sum of _____ Dollars (\$_____) per month, beginning on _____, 20_____.

5. **Duration of Child Support:**

[You must check and complete only one of the following paragraphs.]

- () (a) **Beyond Age 18 for High School** – The child support shall continue monthly thereafter until each child reaches the age of eighteen, dies, marries, or otherwise become emancipated; provided that if a child becomes eighteen years old while in and attending secondary school or fulltime basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.
- () (b) **Stops at Age 18** – The child support shall continue monthly thereafter until each child reaches the age of eighteen, dies, marries, or otherwise become emancipated.
- () (c) **Until Further Order** – This is not a final order, so the child support shall shall continue until further order of this Court.
- () (d) **Until Specific Date** – The child support shall continue monthly thereafter until_____.

6. **Deviation from Presumptive Amount:**

[You must check and complete only one of the following paragraphs]

- () (a) **No Deviation** – It has been determined that one or more of the Deviations allowed under OCGA § 19-6-15 applies in this case, as shown by the attached Scheduled E. The amount of support in Paragraph 4 above is the Presumptive Amount of Child Support shown on the attached Child Support Worksheet.
- () (b) **Deviation** – It has been determined that one or more of the Deviations allowed under OCGA § 19-6-15 applies in this case, as shown by the attached Schedule E. The Presumptive Amount of Child Support that would have been required under OCGA § 19-6-15 if the deviations had not been applied is \$_____ per month, as shown on the attached Child Support Worksheet. The attached Schedule E explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the presumptive amount of the child support.

7. Health, Dental & Vision Insurance for Children:

[You must check and complete all parts of only one of the following paragraphs. (a) or (b)]

- () (a) Insurance Available - The following insurance for the children involved in this action is available at a reasonable cost to the _____ through that parent's employer or the PeachCare program.

() Health (medical, mental health and hospitalization () Dental and/or () Vision – So long as it remains available to that parent, the _____ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise become emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall be continued for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

(1) The parent of who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

(2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that party paid the applicable health care service provider) or the applicable health care provider (if the provider has not been paid by one of the parties).

- () (b) **Insurance Not Available** – Insurance (other than Medicaid) is not available at this to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for these children then that parent must obtain the following types of insurance, unless it is then being provided by the other parent:

() Health (medical, mental health and hospitalization
() Dental
() Vision

When insurance has been obtained by either party, Paragraphs 7 (a)(1) and (2) shall apply.

8. Uninsured Health Care Express – The _____ shall pay _____% and the _____ shall pay _____% of all expenses incurred for the children's health care (including medical, dental, mental health, hospital and vision care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health expense, within fifteen (15) days after receiving the verification of particular health care expense.

9. Parenting Time Amounts – The approximate amount of parenting time according to the visitation order is _____ for the Father and _____ for the Mother. (Express as a percentage of the year or as the number of 24-hour periods the child is with a parent.

10. Social Security Benefits:

[you must check and complete only one of the following paragraphs]

- () (a) **Not Received** – The children do not receive Title II Social Security benefits under the account the account of the parent ordered to pay child support.
- () (b) **Received** - The children receive Title II Social Security benefits under the account of the parent ordered to pay child support. The benefits received by the children shall be counted as a child support payments, and shall be applied against the final child support order to be paid by the parent.
- (1) If the amount of benefits received is less than the amount of support ordered, the obligor shall pay the amount exceeding the Social Security benefit.
 - (2) If the amount of benefits received is equal to or more than the amount of support ordered, the obligor's responsibility is met and not further support shall be paid.
 - (3) Any Title II benefits received for the children's benefit shall be retained by the custodial parent or nonparent custodian for the children's benefit, and it shall be used as a reason for decreasing the final child support or reducing arrearages.

11. Modification:

[You must check and complete only one of the following paragraphs].

- () (a) **Not Modification Action** – This is an initial determination of support, not a modification action.
- () (b) **Support Not Modified** – This action is a modification action, but the order does not modify the amount of child support that was previously ordered for these children. The date of the initial support order concerning this child support case was: _____.
- () (c) **Support Amount Modified** – The order modifies the amount of child support that was previously ordered for these children. The basis for the modification is:
- () (1) Substantial change in the income and financial status of the Father;
 - () (2) Substantial change in the income and financial status of the Mother;
 - () (3) Substantial change in the needs of the Children;
 - () (4) The noncustodial parent failed to exercise visitation provided under the prior order;
 - () (5) The noncustodial parent has exercised more visitation than was provided in the prior order.

The date of the initial support order concerning this child support case was:

_____.

12. **Continuing Garnishment for Child Support** – Whenever, in violation of the terms of the order, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

13. Income Deduction Order:

[You must check and complete only one of the following paragraphs: (a), (b) or (c).]

- () (a) An *Income Deduction Order* shall be entered by the Court, under OCGA § 19-6-32, for payment of the child support and alimony (if any) provided. The *Income Deduction Order* shall take effect:
- [To finish (a), you must check either (1) or (2). Do not check both.]*
- () (1) immediately upon entry by the Court.
 - () (2) upon accrual of a delinquency equal to one month's support.
- The *Income Deduction Order* may be enforced by serving a "Notice of Delinquency," as provided in OCGA § 19-6-32.

- () (b) The parties agree that an *Income Deduction Order* is not immediately necessary.
- () (c) The Court finds that there is good cause not to require income deduction, having determined that income deduction will not serve the children's best interests and that there has been sufficient proof of timely payment of any previously ordered support.

Parties' Consent – We knowingly and voluntarily agree on the terms of this order. Each of us affirms that the information we have provided in this Addendum is true and correct.

Father's Signature

Mother's Signature

ORDER

The Court has reviewed the foregoing *Child Support Addendum*, and it is hereby made the order of this Court.

This Order entered on _____, 20_____.

JUDGE BIBB COUNTY SUPERIOR COURT