


IN THE SUPERIOR COURT OF HALL AND DAWSON COUNTIES

STATE OF GEORGIA

_____	/	
Plaintiff	/	Civil Action File
v.	/	Number: _____
_____	/	
Defendant.	/	

FILED  
HALL CO., GA.  
09 OCT - 7 AM 10: 33  
CHARLES BAKER, CLERK  
SUPERIOR STATE COURT  
BY 

DOMESTIC RELATIONS ACTION  
STANDING ORDER

-1-

Pursuant to O.C.G.A. § 19-9-1(b) and the Implementing Order of the Court filed on the 7th day of October, 2009, this Standing Order binds the parties in all domestic relations cases, their agents, servants, employees, and all other persons acting in concert with the parties.

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Each party is hereby enjoined and restrained from unilaterally causing or permitting the child or children of the parties to be removed from the jurisdiction of the Court without express permission of the Court or written approval of both parties. For purposes of this paragraph, the jurisdiction of the Court shall be the State of Georgia.

-3-

Each party is hereby enjoined and restrained from doing or attempting to do or threatening to do any act which injures, maltreats, vilifies, molests, or harasses the adverse party or the child or children of the parties or the pets of the parties.

-4-

Each party is hereby enjoined and restrained from selling, damaging, encumbering, trading, contracting to sell, or otherwise disposing of or removing from the jurisdiction of this Court, without the permission of the Court, any of the property belonging to the parties except in the ordinary course of business or except by an emergency which has been created by the other party to the action.

-5-

Each party is hereby enjoined and restrained from disconnecting, transferring, changing or otherwise interrupting the utilities servicing the marital residence. Utilities shall be defined as electricity, gas, water, basic residential telephone (excluding long distance), or cell phone if the parties are not using a residential land line for phone service, basic internet, and basic cable.

-6-

Each party is hereby enjoined and restrained from canceling or changing auto, health, dental, vision, prescription and/or life insurance for the parties and/or the parties' child or children which is in place at the time of the filing of the action. This shall include the change of beneficiary for life insurance policies.

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Each party shall complete, file and serve a **Domestic Relations Financial Affidavit (DRFA)** as required by Uniform Superior Court Rule 24.2. Failure of any party to furnish the affidavit as directed in Uniform Superior Court Rule 24.2 may subject the offending party to the penalties of contempt. Further, no temporary hearing shall be scheduled unless the DRFA of the requesting party has been filed as directed. A copy of the DRFA is attached hereto, as Exhibit "A".

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In all actions involving child custody and/or modifications of child support, the Plaintiff shall be required to provide completed **Child Support Worksheet** and Schedules when the action is filed and serve the Worksheet and Schedules as required by Uniform Superior Court Rule 24.2. Said Worksheet and Schedules shall be completed in substantial form to the best of the Plaintiff's knowledge and belief. The Worksheet and Schedules are available at [www.georgiacourts.org/csc](http://www.georgiacourts.org/csc). The Defendant shall file his or her Worksheet and Schedules as required by Uniform Superior Court Rule 24.2. Failure to timely furnish the Worksheet and Schedules may subject the offending party to the penalties of contempt. All Final Judgments and Agreements furnished to the Court for approval and/or entry must comply with the drafting mandates of O.C.G.A. § 19-6-12 and 19-6-15. Pursuant to O.C.G.A. § 19-6-31, 32, and 33, the recipient of child support has the express right, without notice to the other party, at the time any child support order is entered or at any time thereafter to submit a separate Income Deduction Order for Award of Child Support to the Court for immediate entry.

This Order shall apply to all domestic relations cases filed in the Northeastern Judicial Circuit and shall be the standing order until further order or action by the judges of this Court. It is ordered that all parties shall be subject to and comply with this Order in its entirety. The terms and conditions hereof may be modified or amended by subsequent order of any judge of this Court or any judge sitting in the Court in any individual case.

**All parties are put on notice that they are to read and comply with Uniform Superior Court Rule 24.2, which is attached hereto and incorporated herein by reference as Exhibit "B". Failure to comply with Uniform Superior Court Rule 24.2 could result in the Court imposing sanctions.**

#### PARENTING SEMINAR

All parties with minor children shall successfully complete the program entitled "Seminar for Divorcing Parents". The Plaintiff shall successfully complete the seminar for divorcing parents administered by the Ninth Judicial Administrative Office of Dispute Resolution within 31 days following the filing of the Complaint and the Defendant shall successfully complete the seminar within 31 days of the date of service of the Complaint on the Defendant. Information on the seminar dates and locations are available in the office of the Clerk of the Superior Court, on-line at [www.adr9.com](http://www.adr9.com), or by calling the Office of Dispute Resolution at (770) 535-6909.

Parties unable to afford the Seminar fee may apply to the Ninth Judicial Administrative District Office of Dispute Resolution for fee reductions. Immediately upon completion of the seminar each party shall file with the Clerk of Superior Court confirmation of completion of the seminar.

For good cause shown, the assigned judge may excuse a party from completing the Seminar in individual cases. Requests for excusals stating the reasons must be in writing, filed with a copy delivered to the judge's office within 10 days of the filing of the complaint in the case, or within 10 days of the date of service of the complaint on the defendant, whichever is

later. Upon failure to complete the seminar as ordered, the assigned judge may take appropriate action, including holding the non-complying party in contempt.

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#### MEDIATION

All parties in contested domestic relations cases are Ordered to participate in mediation prior to the Final Hearing. Furthermore, the parties shall attend and complete mediation within ninety (90) days of service of the Complaint by the Plaintiff upon the Defendant. This requirement does not apply to cases filed under the Family Violence Act, O.C.G.A. § 19-13-1 et seq. Waivers for mediation may be granted in the court's discretion, particularly for a Plaintiff seeking child support or alimony in a Motion for Contempt. Forms are available in the Family Law Center (FLIC) or online. Mediation services may be obtained through the Ninth Judicial Administrative District Office of Dispute Resolution located at 501 Candler Street, Gainesville, GA 30501 (770) 535-6909.

Prior to the final hearing and as soon as possible after the completion of mediation, the parties, through counsel if represented, shall certify to the court in writing that the parties have complied with the mediation requirement of this order.

If any party is represented by counsel but chooses to not have their counsel present or available via telephone during the mediation, then any agreement reached on any issue, shall be binding upon the parties. If a party does not have an attorney of record as of the date of mediation, then they shall have ten (10) days from the date of mediation to review the agreement with an attorney of their choice. After ten (10) days, the parties shall be bound by the agreement unless written notice has been sent to the opposing counsel or the opposing party within said time period. In the event the parties attend mediation with their attorneys, then the mediation agreement shall be binding at the time an agreement is reached. Upon failure to attend mediation as ordered, the assigned judge may take appropriate action, including holding the non-complying party in contempt.

PARENTING PLAN

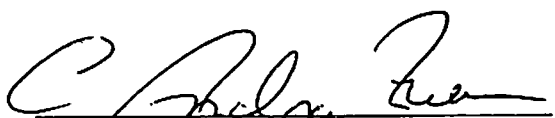
Effective January 1, 2008, except when a parent seeks emergency relief for Family Violence, pursuant to O.C.G.A. § 19-13-3 or 19-13-4, in all cases in which custody of a child is at issue between the parents, the parents are required to prepare a parenting plan and submit it to the Judge and the other side prior to commencement of any hearing involving the children. All parties are put on notice that they are Ordered to read and comply with O.C.G.A. § 19-9-1 et seq. At a minimum, the parenting plan shall include the items attached hereto and incorporated herein by reference as Exhibit "C".

INTERNAL OPERATING PROCEDURES

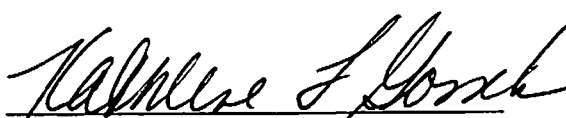
All parties are ordered to read and comply with the Court's Order Adopting Internal Operating Procedures for Domestic Relations Cases.

Plaintiff shall be responsible for serving the Defendant with a copy of this order and filing proof of the service with the Clerk of Superior Court.

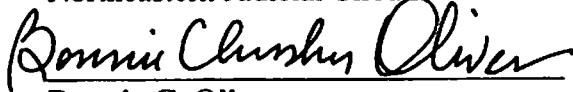
IT IS SO ORDERED this 7th day of October, 2009.



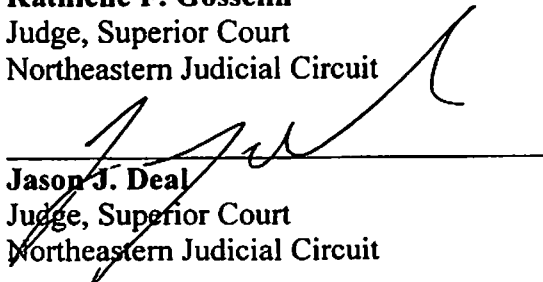
**C. Andrew Fuller**  
Chief Judge, Superior Court  
Northeastern Judicial Circuit



**Kathlene F. Gosselin**  
Judge, Superior Court  
Northeastern Judicial Circuit



**Bonnie C. Oliver**  
Judge, Superior Court  
Northeastern Judicial Circuit



**Jason J. Deal**  
Judge, Superior Court  
Northeastern Judicial Circuit

In the Superior Court of \_\_\_\_\_ County, Georgia

\_\_\_\_\_, Plaintiff )  
vs. ) Civil Action No. \_\_\_\_\_  
\_\_\_\_\_, Defendant )  
)

**DOMESTIC RELATIONS FINANCIAL AFFIDAVIT**

1. AFFIANT'S NAME: \_\_\_\_\_ Age \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Age \_\_\_\_\_

Date of Marriage: \_\_\_\_\_ Date of Separation \_\_\_\_\_

Names and birth dates of children for whom support is to be determined in this action:

Name	Date of Birth	Resides with
_____	_____	_____
_____	_____	_____
_____	_____	_____

Names and birth dates of affiant's other children:

Name	Date of Birth	Resides with
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. SUMMARY OF AFFIANT'S INCOME AND NEEDS

(a) Gross monthly income (from item 3A) \$ \_\_\_\_\_

(b) Net monthly income (from item 3C) \_\_\_\_\_

(c) Average monthly expenses (item 5A) \$ \_\_\_\_\_

Monthly payments to creditors + \_\_\_\_\_

Total monthly expenses and payments to creditors (item 5C) \_\_\_\_\_

**3. A. AFFIANT'S GROSS MONTHLY INCOME (complete this section or attach Child Support Schedule A)  
(All income must be entered based on monthly average regardless of date of receipt.)**

**Salary or Wages** \$ \_\_\_\_\_  
**ATTACH COPIES OF 2 MOST RECENT WAGE STATEMENTS**

**Commissions, Fees, Tips** \$ \_\_\_\_\_

**Income from self-employment, partnership, close corporations,  
and independent contracts (gross receipts minus ordinary  
and necessary expenses required to produce income)**  
**ATTACH SHEET ITEMIZING YOUR CALCULATIONS** \$ \_\_\_\_\_

**Rental Income (gross receipts minus ordinary and  
necessary expenses required to produce income)**  
**ATTACH SHEET ITEMIZING YOUR CALCULATIONS** \$ \_\_\_\_\_

**Bonuses** \$ \_\_\_\_\_

**Overtime Payments** \$ \_\_\_\_\_

**Severance Pay** \$ \_\_\_\_\_

**Recurring Income from Pensions or Retirement Plans** \$ \_\_\_\_\_

**Interest and Dividends** \$ \_\_\_\_\_

**Trust Income** \$ \_\_\_\_\_

**Income from Annuities** \$ \_\_\_\_\_

**Capital Gains** \$ \_\_\_\_\_

**Social Security Disability or Retirement Benefits** \$ \_\_\_\_\_

**Workers' Compensation Benefits** \$ \_\_\_\_\_

**Unemployment Benefits** \$ \_\_\_\_\_

**Judgments from Personal Injury or Other Civil Cases** \$ \_\_\_\_\_

**Gifts (cash or other gifts that can be converted to cash)** \$ \_\_\_\_\_

**Prizes/Lottery Winnings** \$ \_\_\_\_\_

**Alimony and maintenance from persons not in this case** \$ \_\_\_\_\_

**Assets which are used for support of family** \$ \_\_\_\_\_

**Fringe Benefits (if significantly reduce living expenses)** \$ \_\_\_\_\_

**Any other income (do NOT include means-tested  
Public assistance, such as TANF or food stamps)** \$ \_\_\_\_\_

**GROSS MONTHLY INCOME** \$ \_\_\_\_\_

A. Affiant's Net Monthly Income from employment  
(deducting only state and federal taxes and FICA) \$ \_\_\_\_\_

Affiant's pay period (i.e., weekly, monthly, etc.) \_\_\_\_\_

Number of exemptions claimed \_\_\_\_\_

**4. ASSETS**

(If you claim or agree that all or part of an asset is non-marital, indicate the non-marital portion under the appropriate spouse's column and state the amount and the basis: pre-marital, gift, inheritance, source of funds, etc.).

Description	Value	Separate Asset of the Husband	Separate Asset of the Wife	Basis of the Claim
Cash	\$ _____	_____	_____	_____
Stocks, bonds	\$ _____	_____	_____	_____
CD's/Money Market Accounts	\$ _____	_____	_____	_____
Bank Accounts (list each account):				
_____	\$ _____	_____	_____	_____
_____	\$ _____	_____	_____	_____
_____	\$ _____	_____	_____	_____
Retirement Pensions, 401K, IRA, or Profit Sharing	\$ _____	_____	_____	_____
Money owed you:	\$ _____	_____	_____	_____
Tax Refund owed you:	\$ _____	_____	_____	_____
Real Estate:				
home:	\$ _____	_____	_____	_____
debt owed:	\$ _____	_____	_____	_____
other:	\$ _____	_____	_____	_____
debt owed:	\$ _____	_____	_____	_____
Automobiles/Vehicles:				
Vehicle 1:	\$ _____	_____	_____	_____
debt owed:	\$ _____	_____	_____	_____

Vehicle 2: \$ \_\_\_\_\_  
 debt owed: \$ \_\_\_\_\_  
 Life Insurance (net cash value): \$ \_\_\_\_\_  
 Furniture/furnishings: \$ \_\_\_\_\_  
 Jewelry: \$ \_\_\_\_\_  
 Collectibles: \$ \_\_\_\_\_  
 Other Assets: \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
**Total Assets:** \$ \_\_\_\_\_

**5. A. AVERAGE MONTHLY EXPENSES**

**HOUSEHOLD**

Mortgage or rent payments	\$ _____	Cable TV	\$ _____
Property taxes	\$ _____	Misc. household and grocery items	\$ _____
Homeowner/Renter Insurance	\$ _____	Meals outside the home	\$ _____
Electricity	\$ _____	Other	\$ _____
Water	\$ _____	<b>AUTOMOBILE</b>	
Garbage and Sewer	\$ _____	Gasoline and oil	\$ _____
Telephone:		Repairs	\$ _____
residential line:	\$ _____	Auto tags and license	\$ _____
cellular telephone:	\$ _____	Insurance	\$ _____
Gas	\$ _____	<b>OTHER VEHICLES</b>	
		(boats, trailers, RVs, etc.)	
Repairs and maintenance:	\$ _____	Gasoline and oil	\$ _____
Lawn Care	\$ _____	Repairs	\$ _____
Pest Control	\$ _____	Tags and license	\$ _____
		Insurance	\$ _____

**CHILDREN'S EXPENSES**

**AFFIANT'S OTHER EXPENSES**

Child care (total monthly cost)	\$ _____	Dry cleaning/laundry	\$ _____
School tuition	\$ _____	Clothing	\$ _____
Tutoring	\$ _____	Medical, dental, prescription (out of pocket/uncovered expenses)	\$ _____
Private lessons (e.g., music, dance)	\$ _____	Affiant's gifts (special holidays)	\$ _____
School supplies/expenses	\$ _____	Entertainment	\$ _____
Lunch Money	\$ _____	Recreational Expenses (e.g., fitness)	\$ _____
Other Educational Expenses (list)		Vacations	\$ _____
_____	\$ _____	Travel Expenses for Visitation	\$ _____
_____	\$ _____	Publications	\$ _____
Allowance	\$ _____	Dues, clubs	\$ _____
Clothing	\$ _____	Religious and charities	\$ _____
Diapers	\$ _____	Pet expenses	\$ _____
Medical, dental, prescription (out of pocket/uncovered expenses)	\$ _____	Alimony paid to former spouse	\$ _____
Grooming, hygiene	\$ _____	Child support paid for other children	\$ _____
Gifts from children to others	\$ _____	Date of initial order:	_____
Entertainment	\$ _____	Other (attach sheet)	\$ _____
Activities (including extra-curricular, school, religious, cultural, etc.)	\$ _____		
Summer Camps	\$ _____		
<b>OTHER INSURANCE</b>			
Health	\$ _____		
Child(ren)'s portion:		\$ _____	
Dental	\$ _____		
Child(ren)'s portion:		\$ _____	
Vision	\$ _____		
Child(ren)'s portion:		\$ _____	
Life	\$ _____		
Relationship of Beneficiary:		_____	
Disability	\$ _____		
Other(specify):	\$ _____		
		<b>TOTAL ABOVE EXPENSES</b>	\$ _____

**B. PAYMENTS TO CREDITORS**

(please check one)

To Whom:	Balance Due	Monthly Payment	Joint	Plaintiff	Defendant

TOTAL MONTHLY PAYMENTS TO CREDITORS: \$ \_\_\_\_\_

C. TOTAL MONTHLY EXPENSES: \$ \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Affiant

## **24.2. Financial data required; scheduling and notice of temporary hearing.**

Except as noted below, at least fifteen (15) days before any temporary or final hearing in any action for temporary or permanent child support, alimony, equitable division of property, modification of child support or alimony or attorneys fees, the party requesting such hearing shall file with the Clerk of Court and serve upon the opposing party the affidavit specifying his or her financial circumstances in the form set forth herein. In cases involving child support, the worksheet and schedules required by O.C.G.A. § 19-6-15 and only as promulgated by the Georgia Child Support Commission, shall be completed insofar as possible and filed with the clerk and shall be served upon the opposing party contemporaneously with the filing of the affidavit required above. Online submission of the worksheet and schedules shall not suffice as filing with the Clerk of Court.

In emergency actions, the affidavit, worksheet and schedules may be filed and served on or before the date of the hearing or at such other time as the Court orders. In cases filed with complete separation agreements or consent orders resolving all issues but the issue of divorce, the parties are not required to file financial affidavits, unless otherwise ordered by the Court. In cases involving child support the parties must attach to the proposed final judgment a completed worksheet and Schedule E, whether Schedule E applies or not. In addition, the separation agreement must include the parties' gross and adjusted incomes. The remaining applicable schedules shall be filed with the Clerk at the time of filing the uncontested action.

The Office of Child Support Services is exempt from filing financial affidavits.

Notice of the date of any temporary hearing shall be served upon the adverse party at least 15 days before the date of the hearing, unless otherwise ordered by the Court.

Within five (5) days of service of the affidavit and worksheet and schedules (where applicable) unless the court shortens or enlarges the time, the opposing party shall file with the clerk and serve upon the other party the affidavit specifying his or her financial circumstances in the form set forth herein and the worksheet and schedules, completed insofar as possible.

The parties shall file with the clerk and serve upon each other the affidavit and worksheet and schedules (where applicable) at least ten (10) days prior to any court-ordered mediation or other alternative dispute resolution proceeding.

In any case in which a party has previously filed and served the affidavit, worksheet and schedules and thereafter amends the affidavit or worksheet and schedules, any such amendments shall be served upon the opposing party at least 10 days prior to final hearing or trial and shall be filed with the Clerk of Court at or before trial.

On the request of either party, and upon good cause shown to the Court, the affidavits, worksheets, schedules, and any other financial information may be sealed, upon order of the Court.

No social security numbers or account numbers shall be included in any document filed with the Court pursuant to this rule. Each account shall be specified by financial institution and a partial account number. No party shall be required to include full account numbers.

Failure of any party to furnish the above financial information, in the discretion of the Court, may subject the offending party to the penalties of contempt and may result in continuance of the hearing until such time as the required financial information is furnished or such other sanctions or remedies deemed appropriate in the Court's discretion.

Notwithstanding the time limits contained in this rule, the Court may decide a matter without strict adherence to a time limitation, if the financial information was known or reasonably available to the other party, or if a continuance would result in a manifest injustice to a party.

The affidavit shall be under oath and in substantially the following form:

**[FORM FOLLOWS]**

**Rule 24.10. Parenting Plans**

In all cases involving permanent custody or custody modification (except when a parent seeks emergency relief for family violence), each parent shall prepare and submit a parenting plan, or the parties may jointly submit a parenting plan, as directed by the judge.

The parenting plan should be tailored to fit the needs of each individual family but must at a minimum contain the information required by OCGA section 19-9-1 (b) and be presented in substantially the following form:

**[FORM FOLLOWS]**

\_\_\_\_\_  
**COUNTY SUPERIOR COURT**  
**STATE OF GEORGIA**

Plaintiff,	)	Civil Action
	)	
vs.	)	Case Number _____
	)	
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.  
 modifies an existing Parenting Plan dated \_\_\_\_\_.  
 modifies 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 custodian shall be:

	d/o/b:	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	d/o/b:	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	d/o/b:	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint

	d/o/b:	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	d/o/b:	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> 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:

- |                            |                                 |                                 |                                |
|----------------------------|---------------------------------|---------------------------------|--------------------------------|
| Educational decisions      | <input type="checkbox"/> mother | <input type="checkbox"/> father | <input type="checkbox"/> joint |
| Non-emergency health care  | <input type="checkbox"/> mother | <input type="checkbox"/> father | <input type="checkbox"/> joint |
| Religious upbringing       | <input type="checkbox"/> mother | <input type="checkbox"/> father | <input type="checkbox"/> joint |
| Extracurricular activities | <input type="checkbox"/> mother | <input type="checkbox"/> father | <input type="checkbox"/> joint |
| _____                      | <input type="checkbox"/> mother | <input type="checkbox"/> father | <input type="checkbox"/> joint |
| _____                      | <input type="checkbox"/> mother | <input type="checkbox"/> father | <input type="checkbox"/> 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.

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**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 weekend of the first and third Friday of each month.
- The weekend of the first, third, and fifth Friday of each month.
- The weekend of the second and fourth Friday of each month.
- Every other weekend starting on \_\_\_\_\_.

Each \_\_\_\_\_ starting 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: \_\_\_\_\_].

Weekday 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:

\_\_\_\_\_ OR  date of the Court's Order  
(day and time)

## 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 numbered years  even numbered 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**

Define summer vacation period:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ beginning \_\_\_\_\_.

**Spring 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)**

*Indicate if child(ren) will be with the parent in ODD or EVEN numbered years or indicate EVERY year:*

	<b>MOTHER</b>	<b>FATHER</b>
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, if any, 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 (if applicable)

Check here if Applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:

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 or 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:

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Other Information Sharing Provisions:

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**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, educational issues, etc.)

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**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.

\_\_\_\_\_  
Father's Signature

\_\_\_\_\_  
Mother'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

\_\_\_\_\_  
COUNTY SUPERIOR COURT

IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA

\_\_\_\_\_,  
Petitioner,  
v.  
\_\_\_\_\_,  
Respondent.

§  
§  
§  
§ CIVIL ACTION  
§ FILE NO.: \_\_\_\_\_  
§  
§  
§  
§

CERTIFICATE OF SERVICE

This is to certify that I [ ] have served [ ] will immediately serve a copy of the **DOMESTIC RELATIONS ACTION STANDING ORDER** upon the Respondent in the following manner:

*(method of service)*

- \_\_\_ a) by placing a copy in the United States Postal Service, with postage prepaid, or
- \_\_\_ b) by hand delivering a copy
- \_\_\_ c) by having it personally served with the *Petition for Divorce*

*(to whom service is made)*

- \_\_\_ a) to the Respondent who is representing him/herself, or
- \_\_\_ b) to the attorney for the Respondent

whose name and address are listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Petitioner, Pro Se (*signature*)  
Print name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
\_\_\_\_\_