

Original Petition/ Waiver/ Final Decree  
with children

NO. \_\_\_\_\_

IN THE MATTER OF  
THE MARRIAGE OF

§ IN THE DISTRICT COURT

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§  
§

378TH JUDICIAL DISTRICT

ELLIS COUNTY, TEXAS

\_\_\_\_\_  
AND

\_\_\_\_\_  
AND IN THE INTEREST OF

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_, and  
CHILDREN

**ORIGINAL PETITION FOR DIVORCE**

1. *Discovery Level:* Discovery in this case is intended to be conducted under level 2 of rule 190 of the Texas Rules of Civil Procedure.

2. *Parties:* This suit is brought by \_\_\_\_\_, Petitioner, whose driver's license's last three numbers are \_\_\_\_\_, and whose Social Security number last three numbers are \_\_\_\_\_.

\_\_\_\_\_ is Respondent.

3. *Domicile:* Petitioner has been a domiciliary of Texas for the preceding six-month period and a resident of this county for the preceding ninety-day period.

4. *Service:* No service on Respondent is necessary at this time.

5. *Protective Order Statement:* No protective order under title 4 of the Texas Family Code is in effect, and no application for a protective order is pending with regard to the parties to this suit.

6. *Dates of Marriage and Separation:* The parties were married on or about

\_\_\_\_\_ and ceased to live together as husband and wife on or about \_\_\_\_\_.

7. *Grounds for Divorce:* The marriage has become insupportable because of discord or conflict of personalities between Petitioner and Respondent that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

8. *Children of the Marriage:* Petitioner and Respondent are parents of the following children of this marriage who are not under the continuing jurisdiction of any other court:

Name: \_\_\_\_\_

Sex: \_\_\_\_\_

Birth date: \_\_\_\_\_

Name: \_\_\_\_\_

Sex: \_\_\_\_\_

Birth date: \_\_\_\_\_

Name: \_\_\_\_\_

Sex: \_\_\_\_\_

Birth date: \_\_\_\_\_

No other children are expected. There are no court-ordered conservatorships, court-ordered guardianships, or other court-ordered relationships affecting the children the subject of this suit.

The children are covered by \_\_\_\_\_ health insurance.

No property of consequence is owned or possessed by the children the subject of this suit.

Petitioner and Respondent, on final hearing, should be appointed joint managing

conservators, with all the rights and duties of a parent conservator.

Petitioner should be designated as the conservator who has the exclusive right to designate the primary residence of the children. Respondent should be ordered to make payments for the support of the child and to provide medical child support in the manner specified by the Court. Petitioner requests that the payments for the support of the child survive the death of Respondent and become the obligations of Respondent's estate.

9. *Division of Community Property:* There is no community property for division.

10. *Request for Change of Name:* Petitioner requests a change of name to

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WHEREFORE premises considered Petitioner prays that the Court grant a divorce and all other relief requested in this petition, and for general relief..

Respectfully submitted,

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Petitioner's signature

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Petitioner's printed name

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Address and telephone number

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NO. \_\_\_\_\_

IN THE MATTER OF  
THE MARRIAGE OF

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IN THE DISTRICT COURT

\_\_\_\_\_  
AND

378TH JUDICIAL DISTRICT

\_\_\_\_\_  
AND IN THE INTEREST OF

ELLIS COUNTY, TEXAS

\_\_\_\_\_  
CHILDREN

**WAIVER OF SERVICE**

\_\_\_\_\_ appeared in person before me today and stated under oath:  
Respondent's printed name

"I am the person named as Respondent in this case; and I have been provided a copy of the original petition for divorce filed in this case. I have read and understand the contents of that document. I understand that the Texas Rules of Civil Procedure require, in most cases, that I be served with citation. I do not want to be served with citation, and I waive the issuance and service of citation. I enter my appearance in this case for all purposes. I agree that this case may be taken up and considered by the Court without further notice to me. I agree that the case may be decided by the presiding Judge of the Court or by a duly appointed Associate Judge of the Court."

\_\_\_\_\_  
Respondent's signature

SIGNED under oath before me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

Waiver, page solo

NO. \_\_\_\_\_

IN THE MATTER OF  
THE MARRIAGE OF

\_\_\_\_\_  
AND  
\_\_\_\_\_

AND IN THE INTEREST OF  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and

CHILDREN

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IN THE DISTRICT COURT

378TH JUDICIAL DISTRICT

ELLIS COUNTY, TEXAS

**FINAL DECREE OF DIVORCE**

On \_\_\_\_\_ the Court heard this case.

*Appearances*

Petitioner, \_\_\_\_\_ appeared in person and announced ready for trial.

Respondent, \_\_\_\_\_ waived issuance and service of citation by waiver duly filed and did not otherwise appear; was served with citation and did not appear; was sent notice of this trial setting and did not appear. *[select one]*

*Record*

The record of testimony was duly reported by the court reporter for the 378<sup>th</sup> Judicial District Court.

*Jurisdiction and Domicile*

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence,

finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

*Jury*

A jury was waived, and questions of fact and of law were submitted to the Court.

*Divorce*

IT IS ORDERED AND DECREED that \_\_\_\_\_ Petitioner, and \_\_\_\_\_ Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

*Child of the Marriage*

The Court finds that Petitioner and Respondent are the parents of the following children:

Name: \_\_\_\_\_

Sex: \_\_\_\_\_

Birth date: \_\_\_\_\_

Name: \_\_\_\_\_

Sex: \_\_\_\_\_

Birth date: \_\_\_\_\_

Name: \_\_\_\_\_

Sex: \_\_\_\_\_

Birth date: \_\_\_\_\_

The Court finds no other children of the marriage are expected.

*Parenting Plan*

The Court finds that the provisions in this decree relating to the rights and duties of the parties with relation to the child, possession of and access to the child, child support, and optimizing the development of a close and continuing relationship between each party and the child constitute the parenting plan established by the Court.

*Conservatorship*

The Court, having considered the circumstances of the parents and of the child, finds that the following orders are in the best interest of the child.

IT IS ORDERED that petitioner, \_\_\_\_\_ and respondent, \_\_\_\_\_ are appointed Joint Managing Conservators of the following children named above as the children of the marriage: *[list children's names]*

IT IS ORDERED that, at all times, petitioner as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;

2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child;
3. the right of access to medical, dental, psychological, and educational records of the child;
4. the right to consult with a physician, dentist, or psychologist of the child;
5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the child's records as a person to be notified in case of an emergency;
8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child; and
9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, respondent as a parent joint managing conservator, shall have the following rights:

1. the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child;
2. the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child;
3. the right of access to medical, dental, psychological, and educational records of the child;
4. the right to consult with a physician, dentist, or psychologist of the child;
5. the right to consult with school officials concerning the child's welfare and educational status, including school activities;
6. the right to attend school activities;

7. the right to be designated on the child's records as a person to be notified in case of an emergency;

8. the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child; and

9. the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

IT IS ORDERED that, at all times, petitioner, and respondent, as parent joint managing conservators, shall each have the following duties:

1. the duty to inform the other conservator of the child in a timely manner of significant information concerning the health, education, and welfare of the child; and

2. the duty to inform the other conservator of the child if the conservator resides with for at least thirty days, marries, or intends to marry a person who the conservator knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense for which on conviction the person would be required to register under that chapter. IT IS ORDERED that this information shall be tendered in the form of a notice made as soon as practicable, but not later than the fortieth day after the date the conservator of the child begins to reside with the person or on the tenth day after the date the marriage occurs, as appropriate. IT IS ORDERED that the notice must include a description of the offense that is the basis of the person's requirement to register as a sex offender or of the offense with which the person is charged. **WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.**

IT IS ORDERED that, during her periods of possession, petitioner, as parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child;

2. the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure;

3. the right to consent for the child to medical and dental care not involving an invasive procedure; and

4. the right to direct the moral and religious training of the child.

IT IS ORDERED that, during his periods of possession, respondent, as parent joint managing conservator, shall have the following rights and duties:

1. the duty of care, control, protection, and reasonable discipline of the child;
2. the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
3. the right to consent for the child to medical and dental care not involving an invasive procedure; and
4. the right to direct the moral and religious training of the child.

IT IS ORDERED that petitioner as a parent joint managing conservator, shall have the following rights and duty:

1. the exclusive right to designate the primary residence of the children without regard to geographic location;
2. the exclusive right to consent to medical, dental, and surgical treatment involving invasive procedures;
3. the exclusive right to consent to psychiatric and psychological treatment of the child;
4. the exclusive right to receive and give receipt for periodic payments for the support of the child and to hold or disburse these funds for the benefit of the child;
5. the exclusive right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
6. the exclusive right to consent to marriage and to enlistment in the armed forces of the United States;
7. the exclusive right to make decisions concerning the child's education;
8. except as provided by section 264.0111 of the Texas Family Code, the exclusive right to the services and earnings of the child;

9. except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the exclusive right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and

10. the exclusive duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parent.

*Possession and Access*

1. *Standard Possession Order*

IT IS ORDERED that each conservator shall comply with all terms and conditions of this Standard Possession Order. IT IS ORDERED that this Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the date the Court signs this Standard Possession Order. IT IS, THEREFORE, ORDERED:

(a) Definitions

1. In this Standard Possession Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

2. In this Standard Possession Order "child" includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

(b) Mutual Agreement or Specified Terms for Possession

IT IS ORDERED that the conservators shall have possession of the child at times mutually agreed to in advance by the parties, and, in the absence of mutual agreement, it is ORDERED that the conservators shall have possession of the child under the specified terms set out in this Standard Possession Order.

(c) Parents Who Reside 100 Miles or Less Apart

Except as otherwise expressly provided in this Standard Possession Order, when respondent resides 100 miles or less from the primary residence of the child, respondent shall have the right to possession of the child as follows:

1. Weekends -

On weekends that occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

On weekends that do not occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

2. Weekend Possession Extended by a Holiday -

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by respondent begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Friday during the summer months when school is not in session, that weekend period of possession shall begin at 6:00 p.m. on the immediately preceding Thursday.

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by respondent ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the summer months when school is not in session, that weekend period of possession shall end at 6:00 p.m. on that Monday.

3. Thursdays - On Thursday of each week during the regular school term, beginning at 6:00 p.m. and ending at 8:00 p.m.

4. Spring Vacation in Even-Numbered Years - In even-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

5. Extended Summer Possession by respondent -

With Written Notice by April 1 - If respondent gives petitioner written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, respondent shall have possession of the child for thirty

days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

Without Written Notice by April 1 - If respondent does not give petitioner written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, respondent shall have possession of the child for thirty consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

Notwithstanding the Thursday periods of possession during the regular school term and the weekend periods of possession ORDERED for respondent, it is expressly ORDERED that petitioner shall have a superior right of possession of the child as follows:

1. Spring Vacation in Odd-Numbered Years - In odd-numbered years, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

2. Summer Weekend Possession by petitioner - If petitioner gives respondent written notice by April 15 of a year, petitioner shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of the extended summer possession by respondent in that year, provided that petitioner picks up the child from respondent and returns the child to that same place and that the weekend so designated does not interfere with Father's Day possession.

3. Extended Summer Possession by petitioner - If petitioner gives respondent written notice by April 15 of a year or gives respondent fourteen days' written notice on or after April 16 of a year, petitioner may designate one weekend beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by respondent shall not take place in that year, provided that the weekend so designated does not interfere with respondent's period or periods of extended summer possession or with Father's Day possession.

(d) Parents Who Reside More Than 100 Miles Apart

Except as otherwise expressly provided in this Standard Possession Order, when respondent resides more than 100 miles from the residence of the child, respondent shall have the right to possession of the child as follows:

1. Weekends - Unless respondent elects the alternative period of weekend possession described in the next paragraph, respondent shall have the right to possession of the child on weekends that occur during the regular school term, beginning at 6:00 p.m., on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday, and on weekends that do not occur during the regular school term, beginning at 6:00 p.m. on the first, third and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.

Alternate Weekend Possession - In lieu of the weekend possession described in the foregoing paragraph, respondent shall have the right to possession of the child not more than one weekend per month of respondent's choice beginning at 6:00 p.m. on the day school recesses for the weekend and ending at 6:00 p.m. on the day before school resumes after the weekend. respondent may elect an option for this alternative period of weekend possession by giving written notice to petitioner within ninety days after the parties begin to reside more than 100 miles apart. If respondent makes this election, respondent shall give petitioner fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and Mother's Day possession below.

2. Weekend Possession Extended by a Holiday -

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by respondent begins on a student holiday or a teacher in-service day that falls on a Friday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday during the summer months when school is not in session, that weekend period of possession shall begin at 6:00 p.m. on the immediately preceding Thursday

Except as otherwise expressly provided in this Standard Possession Order, if a weekend period of possession by respondent ends on or is immediately followed by a student holiday or a teacher in-service day that falls on a Monday during the regular school term, as determined by the school in which the child is enrolled, or a federal, state, or local holiday that falls on a Monday during the

summer months when school is not in session, that weekend period of possession shall end at 6:00 p.m. on that Monday.

3. Spring Vacation in All Years - Every year, beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

4. Extended Summer Possession by respondent -

With Written Notice by April 1 - If respondent gives petitioner written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, respondent shall have possession of the child for forty-two days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, with each period of possession beginning and ending at 6:00 p.m. on each applicable day, as specified in the written notice. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

Without Written Notice by April 1 - If respondent does not give petitioner written notice by April 1 of a year specifying an extended period or periods of summer possession for that year, respondent shall have possession of the child for forty-two consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

Notwithstanding the weekend periods of possession ORDERED for respondent, it is expressly ORDERED that petitioner shall have a superior right of possession of the child as follows:

1. Summer Weekend Possession by petitioner - If petitioner gives respondent written notice by April 15 of a year, petitioner shall have possession of the child on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of possession by respondent during respondent's extended summer possession in that year, provided that if a period of possession by respondent in that year exceeds thirty days, petitioner may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that petitioner picks up the child from respondent and returns the child to that same place and that the weekend so designated does not interfere with Father's Day possession.

2. Extended Summer Possession by petitioner - If petitioner gives

respondent written notice by April 15 of a year, petitioner may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which respondent shall not have possession of the child, provided that the period or periods so designated do not interfere with respondent's period or periods of extended summer possession or with Father's Day possession. These periods of possession shall begin and end at 6:00 p.m. on each applicable day.

(e) Holidays Unaffected by Distance

Notwithstanding the weekend and Thursday periods of possession of respondent, petitioner and respondent shall have the right to possession of the child as follows:

1. Christmas Holidays in Even-Numbered Years - In even-numbered years, respondent shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and petitioner shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

2. Christmas Holidays in Odd-Numbered Years - In odd-numbered years, petitioner shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 28, and respondent shall have the right to possession of the child beginning at noon on December 28 and ending at 6:00 p.m. on the day before school resumes after that Christmas school vacation.

3. Thanksgiving in Odd-Numbered Years - In odd-numbered years, respondent shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

4. Thanksgiving in Even-Numbered Years - In even-numbered years, petitioner shall have the right to possession of the child beginning at 6:00 p.m. on the day the child is dismissed from school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving.

5. Child's Birthday - If a parent is not otherwise entitled under this Standard Possession Order to present possession of the child on the child's

birthday, that parent shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that that parent picks up the child from the other parent's residence and returns the child to that same place.

6. Father's Day - respondent shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Father's Day and ending at 6:00 p.m. on Father's Day, provided that if respondent is not otherwise entitled under this Standard Possession Order to present possession of the child, he shall pick up the child from petitioner's residence and return the child to that same place.

7. Mother's Day - petitioner shall have the right to possession of the child each year, beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending at 6:00 p.m. on Mother's Day, provided that if petitioner is not otherwise entitled under this Standard Possession Order to present possession of the child, she shall pick up the child from respondent's residence and return the child to that same place.

(f) Undesignated Periods of Possession

petitioner shall have the right of possession of the child at all other times not specifically designated in this Standard Possession Order for respondent.

(g) General Terms and Conditions

Except as otherwise expressly provided in this Standard Possession Order, the terms and conditions of possession of the child that apply regardless of the distance between the residence of a parent and the child are as follows:

1. Surrender of Child by petitioner - petitioner is ORDERED to surrender the child to respondent at the beginning of each period of respondent's possession at the residence of petitioner.

2. Return of Child by respondent - respondent is ORDERED to return the child to the residence of petitioner at the end of each period of possession. However, it is ORDERED that, if petitioner and respondent live in the same county at the time of rendition of this order, respondent's county of residence remains the same after rendition of this order, and petitioner's county of residence changes, effective on the date of the change of residence by petitioner, respondent shall surrender the child to petitioner at the residence of respondent at the end of each period of possession.

3. Surrender of Child by respondent - respondent is ORDERED to surrender the child to petitioner, if the child is in respondent's possession or subject to respondent's control, at the beginning of each period of petitioner's exclusive periods of possession, at the place designated in this Standard Possession Order.

4. Return of Child by petitioner - petitioner is ORDERED to return the child to respondent, if respondent is entitled to possession of the child, at the end of each of petitioner's exclusive periods of possession, at the place designated in this Standard Possession Order.

5. Personal Effects - Each conservator is ORDERED to return with the child the personal effects that the child brought at the beginning of the period of possession.

6. Designation of Competent Adult - Each conservator may designate any competent adult to pick up and return the child, as applicable. IT IS ORDERED that a conservator or a designated competent adult be present when the child is picked up or returned.

7. Inability to Exercise Possession - Each conservator is ORDERED to give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.

8. Written Notice - Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.

This concludes the Standard Possession Order.

2. *Duration*

The periods of possession ordered above apply to the child the subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

3. *Termination of Orders*

The provisions of this decree relating to conservatorship, possession, or access terminate on the remarriage of petitioner to respondent unless a nonparent or agency has

been appointed conservator of the child under chapter 153 of the Texas Family Code.

*Child Support*

IT IS ORDERED that respondent is obligated to pay and shall pay to petitioner child support of (\$ \_\_\_\_\_) per month, with the first payment being due and payable on \_\_\_\_\_ and a like payment being due and payable on the \_\_\_\_\_ day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. the child reaches the age of eighteen years or graduates from high school, whichever occurs later, subject to the provisions for support beyond the age of eighteen years set out below;
2. the child marries;
3. the child dies;
4. the parent-child relationship is terminated based on genetic testing that excludes the obligor as the child's genetic father;
5. the child enlists in the armed forces of the United States and begins active service as defined by section 101 of title 10 of the United States Code; or
6. the child's disabilities are otherwise removed for general purposes; or

If the child is eighteen years of age and has not graduated from high school, IT IS ORDERED that respondent's obligation to pay child support to petitioner shall not terminate but shall continue for as long as the child is enrolled-

1. under chapter 25 of the Texas Education Code in an accredited secondary school

in a program leading toward a high school diploma or under section 130.008 of the Education Code in courses for joint high school and junior college credit and is complying with the minimum attendance requirements of subchapter C of chapter 25 of the Education Code or

2. on a full-time basis in a private secondary school in a program leading toward a high school diploma and is complying with the minimum attendance requirements imposed by that school.

*[NOTE: Now begin step-downs, which, by guideline, should be only 5% less than the previous amount of child support ordered]*

Beginning the first month following the date of the occurrence of one of the events specified above, IT IS ORDERED that respondent is obligated to pay and shall pay to petitioner child support of (\$ \_\_\_\_\_) per month, with the first payment being due and payable on \_\_\_\_\_ and a like payment being due and payable on the \_\_\_\_\_ day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified above:

Beginning the first month following the date of the next occurrence of one of the events specified above, IT IS ORDERED that respondent is obligated to pay and shall pay to petitioner child support of (\$ \_\_\_\_\_) per month, with the first payment being due and payable on \_\_\_\_\_ and a like payment being due and payable on the \_\_\_\_\_ day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified above, or until further order of this court.

Withholding from Earnings

IT IS ORDERED that any employer of respondent shall be ordered to withhold from earnings for child support from the disposable earnings of respondent for the support of the children.

IT IS FURTHER ORDERED that all amounts withheld from the disposable earnings of respondent by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this decree through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of respondent, and it is hereby ORDERED that respondent pay the balance due directly to the state disbursement unit specified below.

Payment

IT IS ORDERED that all payments shall be made through the state disbursement unit at Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791, and thereafter promptly remitted to petitioner for the support of the child. IT IS ORDERED that each party shall pay, when due, all fees charged to that party by the state disbursement unit and any other agency statutorily authorized to charge a fee.

Change of Employment

IT IS FURTHER ORDERED that respondent shall notify this Court and petitioner by U.S. certified mail, return receipt requested, of any change of address and of any termination of

employment. This notice shall be given no later than seven days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of respondent and the name and address of his current employer, whenever that information becomes available.

Clerk's Duties

IT IS ORDERED that, on the request of a prosecuting attorney, the title IV-D agency, the friend of the Court, a domestic relations office, petitioner, respondent, or an attorney representing petitioner or respondent, the clerk of this Court shall cause a certified copy of the Order/Notice to Withhold Income for Child Support to be delivered to any employer.

*Health Care*

1. IT IS ORDERED that petitioner and respondent shall each provide medical support for the child as set out in this order as additional child support for as long as the Court may order petitioner and respondent to provide support for the child under sections 154.001 and 154.002 of the Texas Family Code. Beginning on the day petitioner and respondent's actual or potential obligation to support the child under sections 154.001 and 154.002 of the Family Code terminates, IT IS ORDERED that petitioner and respondent are discharged from the obligations set forth in this medical support order, except for any failure by a parent to fully comply with those obligations before that date. IT IS FURTHER ORDERED that the cash medical support payments ordered below are payable through the state disbursement unit and subject to the provisions for withholding from earnings provided above for other child support payments.

2. Definitions -

"Health Insurance" means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services, that may be provided through a health maintenance organization or other private or public organization, other than medical assistance under chapter 32 of the Texas Human Resources Code.

"Reasonable cost" means the cost of health insurance coverage for a child that does not exceed 9 percent of respondent 's annual resources, as described by section 154.062(b) of the Texas Family Code.

"Reasonable and necessary health-care expenses not paid by insurance and incurred by or on behalf of a child" include, without limitation, any copayments for office visits or prescription drugs, the yearly deductible, if any, and medical, surgical, prescription drug, mental health-care services, dental, eye care, ophthalmological, and orthodontic charges. These reasonable and necessary health-care expenses do not include expenses for travel to and from the health-care provider or for nonprescription medication.

"Furnish" means:

- a. to hand deliver the document by a person eighteen years of age or older either to the recipient or to a person who is eighteen years of age or older and permanently resides with the recipient;
- b. to deliver the document to the recipient by certified mail, return receipt requested, to the recipient's last known mailing or residence address; or
- c. to deliver the document to the recipient at the recipient's last known

mailing or residence address using any person or entity whose principal business is that of a courier or deliverer of papers or documents either within or outside the United States.

3. Findings on Health Insurance Availability- Having considered the cost, accessibility, and quality of health insurance coverage available to the parties, the Court finds:

No parent has access to private health insurance at a reasonable cost.

IT IS FURTHER FOUND that the following orders regarding health-care coverage are in the best interest of the child.

4. Provision of Health-Care Coverage -

Petitioner is ORDERED to apply, within 15 days after entry of this order, for coverage under a governmental medical assistance program or health plan for the child who is the subject of this suit; or if such coverage is in place, maintain such coverage.

When such health coverage is obtained, petitioner is ORDERED to maintain the coverage in full force and effect on the child who is the subject of this suit as long as child support is payable for that child, by paying all applicable fees required for the coverage, including but not limited to enrollment fees and premiums. Respondent is ORDERED to pay petitioner cash medical support, as additional child support, of (\$ \_\_\_\_\_) per month, with the first installment being due and payable on \_\_\_\_\_ and a like installment being due and payable on or before the \_\_\_\_\_ day of each month until the termination or modification of current child support for the child under this order.

IT IS ORDERED that the cash medical support provisions of this order shall be an

obligation of the estate of respondent and shall not terminate on his death.

respondent is allowed to discontinue payment of cash medical support, for the time respondent is providing coverage, if-

- a. health insurance for the children becomes available to respondent at a reasonable cost;
- b. respondent enrolls the child in the insurance plan; and
- c. respondent provides petitioner and the title IV-D agency the information required under section 154.185 of the Texas Family Code.

Pursuant to section 154.183(c) of the Texas Family Code, the reasonable and necessary health-care expenses of the child that are not reimbursed by health insurance or are not otherwise covered by the amount of cash medical support under section 154.182(b) are allocated as follows: petitioner is ORDERED to pay 50 percent and respondent is ORDERED to pay 50 percent of the total health-care expenses that exceed the amount of cash medical support paid by respondent.

The party who incurs a health-care expense on behalf of the child is ORDERED to submit to the other party all forms, receipts, bills, statements, and explanations of benefits reflecting the uninsured portion of the health-care expenses within thirty days after he or she receives them. The nonincurring party is ORDERED to pay his or her share or percentage of the uninsured portion of the health-care expenses either by paying the health-care provider directly or by reimbursing the incurring party for any advance payment exceeding the incurring party's share or percentage of the uninsured portion of the health-care expenses within thirty days after the

nonincurring party receives the forms, receipts, bills, statements, and explanations of benefits.

These provisions apply to all unreimbursed health-care expenses of the child who is the subject of this order for the provision of health-care coverage that are incurred while cash medical support is payable for that child.

5. WARNING - A PARENT ORDERED TO PROVIDE HEALTH INSURANCE OR TO PAY THE OTHER PARENT ADDITIONAL CHILD SUPPORT FOR THE COST OF HEALTH INSURANCE WHO FAILS TO DO SO IS LIABLE FOR NECESSARY MEDICAL EXPENSES OF THE CHILD, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID IF HEALTH INSURANCE HAD BEEN PROVIDED, AND FOR THE COST OF HEALTH INSURANCE PREMIUMS OR CONTRIBUTIONS, IF ANY, PAID ON BEHALF OF THE CHILD.

*Miscellaneous Child Support Provisions*

Support as Obligation of Estate

IT IS ORDERED that the provisions for child support in this decree shall be an obligation of the estate of respondent and shall not terminate on the death of respondent. Payments received for the benefit of the child, including payments from the Social Security Administration, Department of Veterans Affairs or other governmental agency or life insurance proceeds, annuity payments, trust distributions, or retirement survivor benefits, shall be a credit against this obligation. Any remaining balance of the child support is an obligation of respondent's estate.

Termination of Orders on Remarriage of Parties but Not on Death of Obligee

The provisions of this decree relating to current child support terminate on the remarriage

of petitioner to respondent unless a nonparent or agency has been appointed conservator of the child under chapter 153 of the Texas Family Code. An obligation to pay child support under this decree does not terminate on the death of petitioner but continues as an obligation to children.

*Information Regarding Parties*

The information required for each party by section 105.006(a) of the Texas Family Code is as follows:

Name: petitioner

Social Security number: \_\_\_\_\_

Driver's license number: \_\_\_\_\_ Issuing state: \_\_\_\_\_

Current residence address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Mailing address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Home telephone number: \_\_\_\_\_

Name of employer: \_\_\_\_\_

Address of employment: \_\_\_\_\_

Work telephone number: \_\_\_\_\_

Name: respondent

Social Security number: \_\_\_\_\_

Driver's license number \_\_\_\_\_ Issuing state: \_\_\_\_\_

Current residence address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Home telephone number: \_\_\_\_\_

Name of employer: \_\_\_\_\_

Address of employment: \_\_\_\_\_

Work telephone number: \_\_\_\_\_

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT, DRIVER'S LICENSE NUMBER, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EACH OTHER PARTY, THE

COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY WITH THE CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

Notice shall be given to the other party by delivering a copy of the notice to the party by registered or certified mail, return receipt requested. Notice shall be given to the Court by delivering a copy of the notice either in person to the clerk of this Court or by registered or certified mail addressed to the clerk at 109 S. Jackson Street, Waxahachie, Texas 75165. Notice shall be given to the state case registry by mailing a copy of the notice to State Case Registry, Contract Services Section, MC046S, P.O. Box 12017, Austin, Texas 78711-2017.

NOTICE TO ANY PEACE OFFICER OF THE STATE OF TEXAS: YOU MAY USE REASONABLE EFFORTS TO ENFORCE THE TERMS OF CHILD CUSTODY SPECIFIED IN THIS ORDER. A PEACE OFFICER WHO RELIES ON THE TERMS OF A COURT ORDER AND THE OFFICER'S AGENCY ARE ENTITLED TO THE APPLICABLE IMMUNITY AGAINST ANY CLAIM, CIVIL OR OTHERWISE, REGARDING THE

OFFICER'S GOOD FAITH ACTS PERFORMED IN THE SCOPE OF THE OFFICER'S DUTIES IN ENFORCING THE TERMS OF THE ORDER THAT RELATE TO CHILD CUSTODY. ANY PERSON WHO KNOWINGLY PRESENTS FOR ENFORCEMENT AN ORDER THAT IS INVALID OR NO LONGER IN EFFECT COMMITS AN OFFENSE THAT MAY BE PUNISHABLE BY CONFINEMENT IN JAIL FOR AS LONG AS TWO YEARS AND A FINE OF AS MUCH AS \$10,000.

WARNINGS TO PARTIES: FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

*Division of Marital Estate*



*Relief Not Granted*

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue.

*Date of Judgment*

SIGNED on \_\_\_\_\_.

\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent