

PUTTING AGREEMENTS ON PAPER

KELLY AUSLEY-FLORES

ANN YOUNG, Paralegal

Ausley, Algert, Robertson & Flores, L.L.P.

3307 Northland Drive, Suite 420

Austin, Texas 78731

(512) 454-8791 - telephone

(512) 454-9091 - facsimile

kflores@ausley-algert.com

ayoung@ausley-algert.com

MARY ANN OSBORNE, Certified Divorce Planner

Osborne Consulting Services, LLC

512 E. 39th Street

Austin, Texas 78751

(512) 366-5946 - telephone

mary.ann.osborne@gmail.com

SYD SHARPLES, L.M.S.W.

1016 MoPac Circle, Suite 202

Austin, Texas 78746

(512) 203-6495 - telephone

syds@austin.rr.com

State Bar of Texas

COLLABORATIVE LAW COURSE

March 4-5, 2010

Austin

CHAPTER 7

KELLY AUSLEY-FLORES
AUSLEY, ALGERT, ROBERTSON & FLORES, L.L.P.
Attorney at Law
3307 Northland Drive, Suite 420
Austin, Texas 78731
(512) 454-8791
(512) 454-9091 Facsimile
kflores@ausley-algert.com
www.ausley-algert.com

EDUCATION

Texas Tech University, B.B.A. in 1987, cum laude
Texas Tech School of Law, J.D., 1995, cum laude

PROFESSIONAL ASSOCIATIONS AND HONORS

Board Certified by Texas Board of Legal Specialization, Family Law, since 2000
Fellow, American Academy of Matrimonial Lawyers
Member, Texas Academy of Family Law Specialists
Named Texas Super Lawyers® - Rising Stars® Edition (Texas Monthly, 2004 and 2005)
Member, Collaborative Law Institute of Texas
Member, International Academy of Collaborative Professionals
Member, State Bar of Texas (Family Law Section)
Member, College of the State Bar of Texas
Member, Austin Bar Association (Family Law Section)
Member, Texas Bar Foundation, 2004-2009
Member, Pro Bono College of the State Bar of Texas, 1999-2009
Recipient, 1998 and 1999 Pro Bono Award, Volunteer Legal Services of Central Texas

CAREER PROFILE

Practiced family law with Ausley, Algert, Robertson & Flores, L.L.P. since August, 1995 and became a partner in December, 2001.
Trained in Collaborative Law and trained as a family law mediator.
Volunteer, Volunteer Legal Services of Central Texas since 1996 as a mentor and lawyer.
Volunteer, Texas Advocacy Project previously Women's Advocacy Project since 2004 as a lawyer.
Obtained certification as a specialist in the area of family law through the Texas Board of Legal Specialization (December, 2000).

PERSONAL

Born February 23, 1965, in Lubbock, Texas and raised in Austin.
Married to Joe Flores - two children.
Member, First United Methodist Church, Austin.

AUTHOR and LECTURER

“Closing the File,” Advanced Family Law Seminar - Boot Camp, State Bar of Texas, August 17, 2003.

“Post Trial Basics & Closing the File,” Advanced Family Law Seminar - Boot Camp, State Bar of Texas, August 8, 2004.

“Effective Use of ADR in Family Law Cases,” 2005 Poverty Law Conference, Texas Lawyers Care, March 30 - April 1, 2005.

“Closing the Friendly and Unfriendly File,” Advanced Family Law Drafting Course, State Bar of Texas, December 8-9, 2005.

“Traveling Light: Collaborative Law Without Paralegals or Assistants,” Collaborative Law Spring Conference 2008, State Bar of Texas, February 28-29, 2008.

“Collaborative Law,” Alternative Dispute Resolution Course, University of Texas Law School, Professor Cynthia Bryant, March 6th, 2008.

“Child Support (What Do Judges Do in Various Counties) Above & Below the Guidelines, the High Income Earners (Death of the Obligor),” Marriage Dissolution Institute, State Bar of Texas and Family Law Section, April 17-18, 2008.

“Closing the File,” Summer School - State Bar College, State Bar of Texas, July 17-19, 2008.

“Closing Documents Other than QDROs,” Advanced Family Law Drafting Course, State Bar of Texas, December 4-5, 2008.

LECTURER

“Creative Discovery,” Family Law Essentials, Family Law Council, Nacogdoches, Texas, June 4, 2004.

“Post Trial Basics & Closing a File,” State Bar Convention - Boot Camp, June 25, 2004.

“Closing Out Your File,” Williamson County Family Law Seminar, October 29, 2004.

“How to Study for and Pass the Board Certification Exam,” Advanced Family Law Course, State Bar of Texas, August 10, 2005.

“Trends in Family Law,” 2009 Statewide Assistant Attorneys General Conference, Austin, Texas, July 10, 2009.

“Changes in SAPCR Issues and Trends for the Future,” 35th Annual Advanced Family Law Course, State Bar of Texas, August 3-6, 2009.

“Collaborative Law,” Travis County Family Law Section Luncheon, January 6, 2010.

Ann Gore Young
Ausley, Algert, Robertson & Flores, L.L.P.
3307 Northland Drive, Suite 420
Austin, Texas 78731
(512) 454-8791
Facsimile: (512) 454-9091
ayoung@ausley-algert.com

Education: University of Texas at Austin, B.S. with high honors (English, government, and secondary education), 1973

Employment: World Championship Tennis, Lakeway World of Tennis, 1974-1979 (conference sales representative, meeting planner)

Ausley, Algert, Robertson & Flores, L.L.P., 1979 to present (paralegal).

Professional Activities:

Charter Member - Paralegal Division of the State Bar of Texas.

Board Certified Paralegal - Family Law, Texas Board of Legal Specialization, 1993 to present. (Member of first class to be certified.)

Articles and Speeches:

Co-Author and speaker, "Use of Paralegals in the Drafting Process," with Thomas L. Ausley and Charlyne Ragsdale, Advanced Family Law Drafting Course, 1995.

Co-Author, "Securing and Collecting What Your Client Got," with Thomas L. Ausley, 25th Advanced Family Law Course, 1999.

Co-Author, "Professionalism in Family Law," with Thomas L. Ausley, 30th Advanced Family Law Course, 2004.

Co-Author, "Ethics and the Enhancement of the Attorney-Client Relationship," with Thomas L. Ausley, 31st Advanced Family Law Course, 2005.

Co-Author, "Closing the Friendly and Unfriendly File," with Kelly Ausley-Flores, Advanced Family Law Drafting Course, 2005.

Co-Author, "Closing Documents Other than QDRO's," with Kelly Ausley-Flores, Advanced Family Law Drafting Course, 2008.

Community Activities and Organizations:

- Member, First United Methodist Church of Austin
 - *former Pastor-Parish Relations Committee member
 - *former Intern Committee Chair
 - *Administrative Board member
 - *former Senior High Sunday School Coordinator
- Sustaining Member, Junior League of Austin
- Cub Scout Troop 159, Den Mother
- Boy Scout Troop 259, executive committee member
- Pond Springs Elementary School room mom (too many times to count)
- Deer Park Middle School PTA Board, Clothes Closet Chair (2002-2003)
- McNeil High School 2008 Project Graduation Executive Committee (Donations Chair)
- Mobile Loaves and Fishes truck volunteer
- Northwest Austin Young Life volunteer
- UT Parents Association and UT Ex-Students Association ('til Gabriel blows his horn)

MARY ANN HARNER OSBORNE
512 E. 39th St., Austin, TX 78751
512-366-5946, mary.ann.osborne@gmail.com

WORK EXPERIENCE

OSBORNE CONSULTING SERVICES, LLC, Austin, Texas **2001-Present**

- Review financial data for attorneys and their clients; create budgets and cash flow reports used in determining child and spousal support; prepare inventory; trace and characterize separate vs. community property; prepare financial exhibits.
- Evaluate investment/bank statements and tax returns to assist attorneys and clients in discovery process.
- Examine and evaluate retirement plans.
- Create financial projection reports based on various scenarios of asset division in marriage dissolution cases.
- Educate clients about financial issues relating to their divorce.

FROST NATIONAL BANK, San Antonio, Texas **1998-2000**

- Executed stock/ bond trades for trust portfolios for Frost Financial Management Services.
- Monitored and serviced client trust portfolios to maintain proper asset allocation.
- Communicated with clients regarding investment and account questions.
- Compiled and reported stock-related news and analysis for portfolio managers.

RAUSCHER PIERCE REFSNES, INC., San Antonio, Texas **1995-1997**

- Solicited and managed assets.
- Developed curriculum and presented investment seminars.
- Served as Retirement Coordinator for the local Rauscher Pierce office.
- Licensed Series 7 and Series 63 investment executive.

MARY ANN OSBORNE CO., San Antonio, Texas **1986-1991**

- Established specialty product line business and obtained 5 copyrights for products.
- Created marketing plan to advertise in international publication; published articles in same publication.

EDUCATION

Institute of Certified Divorce Financial Analysts **2002**

- Certified Divorce Financial Analyst Designation

University of the Incarnate Word, San Antonio, Texas **1995**

- Master of Business Administration with Distinction

University of Missouri, Columbia, Missouri **1970**

- Bachelor of Science, Education

PROFESSIONAL ORGANIZATIONS AND OTHER

- **Collaborative Law Institute of Texas**, Financial Protocol Committee 2004, Editorial Board 2005, Web Site Committee 2008, Spring Conference 2010 Planning Committee.
- **Institute of Certified Divorce Financial Analysts**, Member 2001-2004
- **International Academy of Collaborative Professionals**, Member 2004, Collaborative Skill Training 2005
- **Collaborative Law Institute of Texas**, Interdisciplinary Training 2004; Chip Rose Training Nov. 2004
- **Presenter-TX Bar Legal Assistant University** 2003; Brazos Valley Estate & Financial Planning Council 2004; University of Texas People's Law School 2005; University of Texas Informal Classes 2005 & 2006; Financial Planning Association-Austin 2005, National Assn. Of Personal Finance Advisors-National Meeting May 2006 Dallas, TX
- **Continuing Education:** University of Texas Law School-Audit TX Marital Property (Fall 2005, Professor John J. Sampson) and Estate Planning (Spring 2006, Professor Stanley M. Johanson)

SYD SHARPLES, LMSW

1016 MOPAC CIRCLE #202

AUSTIN, TEXAS 78746

(512) 203-6495

syds@austin.rr.com

www.sydsharples.com

Syd Sharples is a Licensed Clinical Social Worker based in Austin, Texas. She became interested in collaborative divorce several years ago, and was the first mental health professional in Austin to complete the interdisciplinary training. Syd sees collaborative practice as a major breakthrough in family law, representing a constructive option to a process that is frequently played out in courtrooms, or between adversarial legal teams. In addition to collaborative process facilitation, Syd works with individuals, couples and families in her private practice. She earned a Masters Degree in Social Work from the University of Texas at Austin in 2001. In addition to her degree in social work, Syd holds a B.A. in English from Princeton University and an MBA from Stanford University. As a counselor and facilitator, she draws upon experience gained during her 15-year career in business.

TABLE OF CONTENTS

I. INTRODUCTION..... 1

II. THE MENTAL HEALTH PROFESSIONAL 1

 A. Conservatorship Rights, Powers, and Duties..... 1

 B. Child Support - Periodic Payments and Alternative Plans 1

 1. Enforceable Child Support. 2

 2. Sharing Costs of Extra-Curricular Activities..... 2

 3. Meeting the Children’s Financial Needs from a Joint Account..... 2

 4. Meeting the Children’s Needs: Parents Share Expenses on a Percentage Basis 3

 C. Possession Schedules 3

 1. The Standard Possession Order. 3

 2. Alternating Weekends vs. 1st, 3rd, and 5th. 3

 3. Holidays..... 4

 4. Extended Summer Possession. 4

 5. Adaptability of Schedules to Changing Needs. 4

 D. Memorializing the Parenting Plan Agreements..... 4

III. THE FINANCIAL PROFESSIONAL 5

 A. Information Gathering 5

 B. Budgets and Proposed Support Decisions 6

 C. Property Division Spreadsheets..... 6

 D. Qualified Domestic Relations Orders and Other Documents Dividing Retirement..... 6

 E. Real Estate Documents..... 7

III. CONCLUSION 7

APPENDIX A 9

APPENDIX B 13

APPENDIX C-1 15

APPENDIX C-2..... 21

APPENDIX D 27

APPENDIX E 29

APPENDIX F..... 35

APPENDIX G 37

APPENDIX H..... 41

PUTTING AGREEMENTS ON PAPER

I. INTRODUCTION

After a collaborative team has worked with a divorcing couple for a period of time, the hoped-for positive outcomes are: 1) a property settlement that both parties are satisfied with; and, if children are involved, 2) a parenting plan that addresses the children's needs and preserves the most cooperative relationship possible between the parents. But, once the collaborative process reaches this point, the parties must confront the same problem that 100% of all divorce cases face near the end of a case - a Final Decree of Divorce must be drafted, along with any other ancillary documents that are required to carry out the terms of the settlement. Both a bitter divorce case that is tried in Court and a collaborative case that has followed the roadmap and ended amicably require the same final document - an enforceable court order. In collaborative law, how do we prepare the clients to finalize their cases, how do we gather all of the information necessary to identify and divide the property and debts, and how do we take the product of those joint conferences and translate the parenting plan agreements into a clear, concise, and enforceable court order?

We have kept this paper short because there is no one outline to follow that will work in every collaborative case. We have furnished a number of forms that we use in our daily collaborative practices, and hope these forms are more helpful to you than reading an article or listening to a speech. We will try to set out the role each professional can play in this process to make it go more smoothly and quickly, and perhaps less expensively, for the clients.

II. THE MENTAL HEALTH PROFESSIONAL

Although the expertise of a mental health professional is invaluable in negotiations involving property, the mental health professional or communications facilitator does not have as much responsibility in property cases for information-gathering or translating the agreements to paper. Therefore, in this paper, we will limit the information to the mental health professional's ("MHP") work in developing parenting plans that later will be incorporated into a final decree or order.

A. Conservatorship Rights, Powers, and Duties

One of the most helpful things the MHP can do in a collaborative case is begin to familiarize the parties early on with the language of the *Texas Family Code*. The MHP personally should be familiar with Sub-Chapter C of the Code and understand exactly which parental rights, duties, and powers must be awarded to one parent of the other, which can be shared by

parents, and which rights are granted automatically to a parent conservator, regardless of how the other conservatorship rights are allocated.

Many times, if at the very first meeting the MHP simply would give each parent the list of conservatorship rights and duties that are awarded to each parent no matter what¹, their initial fears might be calmed and the discussions could proceed more quickly to more substantive issues. For example, if each parent understands that he or she automatically has the right to attend a child's school activities, the right of access to the child's school and healthcare records, and the right to be named as an emergency contact for the child, you can move forward to more difficult topics.

If the first time a client ever sees the wording of the Family Code's conservatorship rights and duties is when he sees the first draft of his divorce decree, the lawyer and the MHP often have a problem. The client sometimes is shocked at the "ordering" language and its specificity. Many clients do not understand the provisions related to the "services and earnings of the children," or the right to act as an "agent" of the children. The duty provisions that refer to a conservator's relationship with a sex offender are often a real shock to clients, and our paralegals get numerous calls every year from clients asking them to explain that one and why the "other side" stuck that in there. The MHP can introduce the "real" language of the Code to the clients early in their discussions and in a much less threatening way than when it comes from the lawyers - particularly if the other party's lawyer is doing the drafting, and the client perceives that the strict language is directed personally at him or her.

Attached to this paper as Appendix A is the form Syd Sharples uses with her clients as an aid in their discussions of conservatorship issues. Syd's form uses much of the actual language from the Code - what the clients will see in their final decree - which helps the final drafting and review process go much more smoothly.

B. Child Support - Periodic Payments and Alternative Plans

While the MHP may not be as involved in financial matters as are the lawyers and the financial professional, the MHP often must help parents discuss and reach decisions that are related to child support issues, or "meeting the children's financial needs." The MHP may be involved in discussions with the parents about unusual needs of the children that require additional financial commitments, such as private

¹Because this paper is addressed to collaborative professionals, we presume that there are no family violence issues that require confidentiality or that prohibit a parent from coming to a child's school or other activities.

schools or tutors for gifted children, children with special educational or psychological needs, or children who are involved in sports that require a substantial cash outlay. In those circumstances, money discussions may be a part of the parents' meetings with the MHP.

The MHP also can encourage the parties to focus on the children's well-being in their financial decision-making. Is it right to make an agreement now that obligates one parent (usually Dad), in a court order, to furnish a car to a child some 10 years from now? The hope in collaborative law is that the process will preserve positive aspects of the parties' relationship so that they rationally can discuss these kinds of issues at the time their child turns 15 and wants to take driver's ed. One of the goals of the collaborative process is that the parenting relationship can remain strong, even if the marital relationship has broken down.

If the case is one in which the parties probably will enter into a traditional agreement, where one parent pays periodic monthly support to the other, then the MHP may not work with the parties to any extent on support issues, and those discussions may occur only with the financial professional and be limited strictly to the determination of monthly income and monthly expenses. However, when parties in collaborative cases reach agreements for possession of the children that depart from the Standard Possession Order, such as for more equal time-sharing between the parents, the financial support of the children may take some form other than monthly payments in a set amount. Also, when the parents' respective annual incomes are comparable, they may reach an agreement to contribute equally to the costs of certain expenses of the children, such as private school tuition, extra-curricular activities, camps, childcare, and the like, in lieu of paying a fixed amount each month from one parent to the other. In these situations, the MHP's and the FP's areas can overlap.

1. Enforceable Child Support.

Even if the parties choose a non-traditional financial arrangement in connection with the support of the children, their final decree must be clear and enforceable. If a parent fails to live up to his or her end of the agreement, the other parent must be able to rely on the decree to enforce the obligations. The decree or other final order must be drafted in such a manner that each party (and a Court) is able to determine his or her respective responsibilities. Specific deadlines must be set out, and mechanisms must be put in place outlining the manner in which a non-paying party reimburses a paying party for a child's expense. The clients should be encouraged and helped to establish their record-keeping and reporting methods as a part of the agreement. And, the entirety of the parties' agreement must be reduced to writing in

the lawyer's office so that the agreement is enforceable as child support. It is no fun to explain to a client (or her litigation lawyer) one or two years later, when a client must seek court enforcement of the child support provisions, that the decree was not drafted well enough to be enforceable.

2. Sharing Costs of Extra-Curricular Activities.

As stated above, in situations where the parties' respective incomes are roughly comparable and/or the parents are sharing possession times on something of an equal basis, the parents may forego a traditional child support arrangement. Instead, they may agree that each parent pays the children's routine expenses (food, shelter, entertainment, clothing, etc.) incurred when the children are in that parent's possession, and then the parents share extra-curricular or extra-ordinary expenses in some proportion. Attached as Appendix B is sample language that could be included in a decree, setting out the parents' obligations to pay the children's expenses of extra-curricular activities.

3. Meeting the Children's Financial Needs from a Joint Account.

Another method of meeting the children's financial needs in a non-traditional manner is for the parents to establish a joint account, to which each parent makes regular deposits and from which specific, defined expenses of the children are paid. The MHP and the lawyers must be aware that this solution to the child support issue requires an extremely high level of cooperation between the parties, as well as a commitment to good record-keeping. While this method certainly is not for everyone, it can be a good solution, especially for parents who want to continue to present a united front to older children and teens with regard to decision-making.

Attached as Appendix C-1 is a sample of a creative and unusual collaborative agreement for support that was the result of discussions in one of Kris Algert's and Becca Menduni's collaborative cases. In this case, the parties established a list of child-related expenses that they would share by establishing a joint bank account just for this purpose, with each parent making deposits to the account as his or her respective child support obligation. You will see that the provisions are quite detailed and set out very specific guidelines defining the expenses that will be paid from the account. These parties also had a clearly defined procedure for adjusting the amounts of their contributions to meet changing needs, as well as solutions for dividing funds upon the occurrence of unusual or unforeseen events.

4. Meeting the Children's Needs: Parents Share Expenses on a Percentage Basis

Another creative way to address the child support issue in a non-traditional manner is for each parent to pay a portion of the children's expenses in an amount proportionate to each parent's income. This method requires diligence and cooperation by the parties similar to that described for the joint-account method. In order for this to be a good solution in a particular case, the parties must be good at record-keeping and willing to continue to share their income information in the future. Additionally, this arrangement works best if one parent is not always charged with the duty to collect from the other parent and pay all the expenses. (When one parent continually waits for reimbursement from the other parent, that increases the opportunities for conflict and resentment.) It works better if each party can make his or her share of the payment directly to the provider.

Attached as Appendix C-2 is sample drafting for this method of sharing expenses. Note that this also defines the procedure the parties must follow to adapt their agreement to changes in the parties' incomes.

C. Possession Schedules

One of the primary areas of focus for the MHP's work with the clients is to help them design and reach agreements on how they will schedule their time with the children. Often simply discarding the use of the word "visitation" (why are we still using that word anyway?) and substituting "possession" or "parenting time" helps to calm a parent's fears of being excluded from important time with the children. Furthermore, it is very important that the parties' agreements reached in these discussions be presented accurately to the group at large, not just in the joint meetings, but in the form of notes or outlines that are given to the lawyer or paralegal who will be responsible for drafting the final decree or modification order.

1. The Standard Possession Order.

Just as we recommend the introduction of the conservatorship language to clients, the MHP should give each parent a copy of the Standard Possession Order schedule at an initial meeting. The old adage "don't throw the baby out with the bath water," could apply to the Standard Possession Order in many instances. Just because it is the "standard" order does not automatically mean it is a bad idea or should not be used in a collaborative case. Fathers, in particular, often assume the worst about this schedule, without understanding how holiday schedules are addressed and just how much time a non-primary conservator actually is entitled to under the schedule. Before dismissing the Standard Possession Order out of hand, each party should be encouraged to look at the actual amount of time each parent would be entitled to under

that schedule. In particular, the Standard Possession Order schedule for the major school holidays for winter/Christmas break, Thanksgiving, and spring break appear to be a common-sense, reasonable solution to the problem of sharing holidays with the children.

2. Alternating Weekends vs. 1st, 3rd, and 5th.

A discussion that often arises in connection with weekends is whether to use the first, third, and fifth weekend schedule vs. an every-other or alternating weekend schedule. When discussing these choices, the MHP should point out to the parties that if they elect the every-other or alternating weekend schedule, they will have to adjust the schedule following any extended period of possession by one parent - after the Christmas break or a parent's summer vacation with the children, for example. In our decrees, we have a standard paragraph for this purpose, as follows:

. . . When the schedule of alternating weekend periods of possession is interrupted by an extended period of summer or holiday possession, the parent who did not have possession of the child for the extended period shall be entitled to possession on the first full weekend that occurs following the end of such extended period, with the schedule of alternating weekends to resume from that point.

The advantage of using the first, third, and fifth weekend schedule (instead of alternating weekends), is that a parent can do long-range planning with more confidence, as the parent can look ahead into the coming year and know with certainty which weekends he or she will have possession of the children. This can be very helpful in planning major life events, such as weddings, graduations, family reunions, special vacations and the like, where it is important to the parent to have the children included in the event (or not, as the case may be!), but does not want to have to secure the other parent's agreement before going forward with the plans. Using the 1st, 3rd, and 5th weekend schedule can cut down on the negotiations for switching weekends and arranging make-up time, which can be especially helpful in situations where the parents' communications with each other are not always cordial or one party tends to be inflexible about changing the schedule and/or sharing events.

Parents who prefer the alternating weekend schedule usually do so because it means that there will be no instances of a parent having possession of the children two weekends in a row (as occurs whenever there is a fifth weekend in a month). A way to address concerns regarding the fifth weekend is to have the

parents alternate the fifth weekends, which usually occur approximately four times in a calendar year.

3. Holidays.

As stated above, the Standard Possession Order schedule is one way to address how parenting time with the children will be handled on major holidays. The Standard Possession Order does not address scenarios for different religious holidays. However, the *Texas Family Law Practice Manual* contains a detailed schedule that can be used or adapted to incorporate the Jewish holidays into a possession schedule. As our culture becomes more diverse, an MHP can give valuable guidance to help the parties consider schedules that incorporate their religious and cultural beliefs, while adapting them to the children's school schedules and the parents' work schedules.

Certain other holidays, such as those falling on three-day weekends (Memorial Day and Labor Day), and those not recognized as "legal" holidays (such as Halloween and Valentine's Day) are not addressed in the Standard Possession Order, but often are of great importance to parents, particularly in cases where the children are very young.

On numerous occasions, we have seen parenting plans that address every, single holiday or observance that occurs during a year, with the parents sharing some amount of time on that day or the day immediately preceding or following. (These kinds of agreements seem to come up most often when the children are very small and both parents are feeling particularly anxious about not being with their children on these special days.) Before getting into the micro-management of the calendar in this way, we encourage the MHP to take calendars for the next two to three years, sit down with the parents, and actually look at when the holidays fall and how the schedule might look if possession on those dates is allowed to fall naturally in the progression of dates. Additionally, the parents should be encouraged to consider the disruption of schedules that occurs when each parent tries to share part of a day with the children, and/or the back-and-forth for the children when a one-night visit for a minor holiday falls within the other parent's weekday or weekend periods of regular possession.

The bottom line also is that if the parents can maintain good communication with each other and establish a working relationship post-divorce that will allow them to share their parenting responsibilities and joys, many of these issues will resolve themselves. This is one of the advantages of the collaborative process.

4. Extended Summer Possession.

Everyone is aware that the Standard Possession Order schedule allows 30 days of extended possession for the "non-custodial parent" during the children's

summer vacation from school. The SPO also sets out notice deadlines, mandatory beginning and ending dates, and rather confusing provisions for the other parent to have a weekend of possession and some extended time of her or his own, etc.

However, in our practice (both in traditional cases and in collaborative cases), we frequently find that the "standard" summer schedule does not work all that well for today's families, particularly in situations where both parents work. Most parents do not enjoy an entire month away from work in the summer. Therefore, the MHP has the opportunity to work with the parties to come up with some reasonable agreement that provides time for each parent to take a vacation with the children and that accommodates the children's desires to attend summer camps and other activities. When teenagers are involved, the summer scheduling becomes even more tricky, as the parents must consider their children's summer jobs, two-a-day football practices, summer band practice, and summer school. When discussing a summer schedule that accommodates a family's particular needs, the MHP may recommend that the parties simply continue the school-year schedule, but with an opportunity for each parent to take a one- or two-week vacation. Attached as Appendix D, is some suggested language to include in a possession order for parties who cannot or do not wish to use the SPO summer schedule. This sample provision still requires parties to give adequate notice to each other, and sets out a "tie-breaker" provision in the event the parties' choices of dates conflict.

5. Adaptability of Schedules to Changing Needs.

Another very helpful bit of advice the MHP can give divorcing parties is to encourage them to look forward. This is especially important when the parties have very young children and have no frame of reference for what life will be like when their precious three-year-old (who wants to spend every waking moment with Mommy or Daddy) is a 16-year-old high-schooler with a driver's license and a girlfriend and wishes his parents did not exist. Will their agreement be workable if one or both parents remarry in the future, possibly introducing step-siblings and half-siblings? Is their plan flexible enough to accommodate the changes that come naturally as their children age? That provision in the possession schedule which states that one parent shall come over to the other parent's house on Christmas morning to participate in opening "Santa gifts" with the children may not work so well four years from now when there is a new spouse sitting there in matching flannel pajamas.

D. Memorializing the Parenting Plan Agreements

When the parents do reach an agreement for a non-standard possession schedule, an unusual support arrangement, and other provisions they want included

in the parenting plan provisions of their decree, the MHP can be enormously helpful to the drafter by reducing the parties' agreement to writing in an organized way. This can be conveyed in memo form, by completing sample forms or checklists, and/or by using sample possession schedules that can be adapted to each case by filling in the blanks for specific dates and beginning and ending times. The lawyers understand that most MHP's do not have the kind of support staff who could do a lot of drafting work, and the lawyers do not expect the MHP's to do their drafting work for them. But, having a good outline and/or a document that clearly sets out the results of the parties' work with the MHP can save the parties both time and money in the final drafting process.

Be clear and concise in preparing the memorandum or parenting plan that you intend to give the parties' attorneys, and make certain that both clients have reviewed and approved the final version of anything that you intend to give the lawyers that purports to represent the clients' "deal." Try to organize your memo or parenting plan in such a logical way that all conservatorship matters are addressed in one section, all "money matters" in one, and the possession/parenting time schedule in another. It is difficult for the poor typist to try to translate a memo or Rule 11 Agreement into a Decree when the agreement is written in a stream-of-consciousness narrative fashion!

III. THE FINANCIAL PROFESSIONAL

The role of the Financial Professional ("FP") in a collaborative case is critical, both to settling the case and to drafting the decree and other paperwork that is required to complete a divorce case. Because there is no formal discovery process in a collaborative case, the FP's role is to ensure that both parties have access to the financial information of their estate, and that all money matters are "on the table" for discussion. In the ideal collaborative case, both parties view the FP as an ally who is helping them gather information and work on financial planning for their lives as single people after the divorce.

A. Information Gathering

One of the first issues the FP can address with the parties is how to pull all of the information together that the FP, the lawyers, and the parties will need to determine budget-related issues (such as temporary support, child support, and post-divorce spousal support) and to determine property division. The FP's hourly rates sometimes are less than the lawyers' hourly rates, so using the FP as the person responsible for compiling tax returns, bank statements, real estate documents, and the like, can be more cost-effective for the parties.

Additionally, because the parties perceive the FP as neutral, the parties may be less defensive when the FP asks for information. Even in the collaborative process, a request for financial information from the other party's lawyer can seem accusatory or unnecessarily intrusive, while the same request from the FP merely seems routine. If the FP does a good job of information-gathering in the early stages of the case, collecting all of the information that identifies the existing assets and debts, the end of the case goes much more smoothly and quickly. Following is a list of items that the FP should request from the parties very early:

1. Most recent tax returns - both for the parties personally and for any closely-held business entity owned by the parties.
2. Recent pay stubs and W-2 or 1099 forms - three to six months' worth of pay stubs probably is a good sampling. If the parties' tax return for the most recent year has been filed, then the W-2 forms are probably attached. If the parties have not yet filed their tax return for the most recent year, then it is especially important to see the W-2's, 1099's, and K-1 Schedules.
3. Current statements for any retirement-type account or plan held by each party.
4. Real property records, including current mortgage statements, property tax statements, appraisals, and copies of the deeds and deeds of trust for each piece of real property owned by the parties.
5. Most recent statements for each bank, savings, investment, credit union, and/or brokerage account held by the parties, whether individually or jointly.
6. Some type of comprehensive "inventory" list or completed questionnaire that attempts to elicit as much information as possible about the parties' current assets and debts, and a party's separate property claims. Attached as Appendix E is Mary Ann Osborne's inventory questionnaire used for this purpose.

One of the most important principles of collaborative law is the transparency of the process, and designating the FP as the person to whom all financial information is directed can give confidence to both sides that each party is on an equal footing with regard to access to information. As a practical matter, using the FP as the

collector of financial information helps the lawyers avoid duplication of effort and the simple misunderstandings that come up when one side assumes the other side has information, but does not.

B. Budgets and Proposed Support Decisions

Most lawyers use some type of budget form or “proposed support decision form” to identify temporary spousal and child support needs. In litigated cases, the local rules of most counties require the parties to come to Court with some type of budget form ready to show to the Judge. The FP can work with the clients to prepare these budget forms in an accurate and realistic way, and then can use those forms to project future support needs that should be discussed in the joint conferences.

Attached as Appendix F is the budget form that Mary Ann Osborne uses with her collaborative clients. Mary Ann’s form not only includes all of the line items that are listed in the Proposed Support Decision form required by the Travis County Local Rules, but also includes an even more detailed breakdown of monthly expenses. By using forms such as this one, your collaborative clients may be able to organize their information in a more complete way, as it prompts them to think of monthly expenses (especially child-related expenses) that they otherwise might fail to list.

Many of the FP’s here in Austin also provide invaluable services to the clients by helping them project what their financial lives will be like post-divorce - how much money they will require to live on, what possible settlement scenarios will mean to them financially, how retirement income figures into the picture, and so on. In cases in which the wife has been a homemaker or stay-at-home mom, who either never completed her advanced education or who has been out of the workforce for a number of years, the FP can provide valuable assistance and reassurance that the lawyer may not be able to give.

C. Property Division Spreadsheets

At some point after the parties and lawyers are confident that they have a reasonable picture of the property and debts, the settlement discussions begin. It is important to have a detailed, current list that all participants can use in the negotiations. The lawyers and the clients usually look to the FP to compile all of the information in this form and to update it periodically as numbers and values change during the course of the case.

The type or form of the spreadsheet used for this purpose can be enormously helpful later on to the drafter who must put the property settlement agreement on paper. Again, just as with child support, the terms of the property settlement must be clear and the drafting done in such a manner that the decree is enforceable. Preparing a spreadsheet that does double-

duty as both a discussion tool and as a complete inventory of the parties’ estate is not an easy job. Attached as Appendix G is a sample of the spreadsheet format that Mary Ann Osborne uses. The appeal of this format is that the assets and debts are listed on the first page or two of the document, but in such a simple format that the spreadsheet is not cluttered or difficult to read. However, each entry that requires more detail and description is footnoted, with the footnotes attached as a separate page to the spreadsheet. By arranging the information in this manner, the lawyer or paralegal who eventually drafts the divorce decree can find almost all of the identifying information from this one document, without searching through the files for vehicle I.D. numbers, account numbers, and the like.

Additionally, because confidentiality and protection from identity theft are such important concerns, this spreadsheet format can protect the clients from having their confidential information made available to third parties, while still satisfying the clients’ concerns about full disclosure. If the parties reach a settlement that is memorialized as a Rule 11 Agreement or Mediated Settlement Agreement and the lawyers want to file the signed agreement, the final footnote page (containing all of the specific identifying information) can be detached before filing the Rule 11/MSA in the public record.

A problem that the drafters often face in collaborative cases is a settlement memo or spreadsheet that does not have sufficient detail. While the parties may understand what is meant by referring to “John’s retirement,” a final decree cannot say that Jane is awarded 50% of “John’s retirement.” (Well, the decree can say that, but it probably would not be enforceable.) Additionally, “John’s retirement” may include a 401(k) plan, a pension benefit, and an I.R.A. - some of which may be managed by one financial institution while the I.R.A. may be held by another. All of the retirement assets must be identified properly to assure that there is not some enforcement or interpretation problem down the road, and the FP can be charged with the responsibility for confirming the complete, legal name of each retirement plan asset.

D. Qualified Domestic Relations Orders and Other Documents Dividing Retirement

The mention of retirement plans reminds us that, in addition to drafting a divorce decree, the drafter often also must draft ancillary documents to divide retirement benefits. The FP can lay groundwork early in the case that helps the closing of the case proceed much more quickly and efficiently. Clients often are surprised at just how much legal work is required after they reach their agreement. Clients do not always understand the difficulty and tedium of the drafting process - a process which can come to a screeching

halt due to lack of sufficient information needed to finish the decree or divide retirement plans.

As soon as the lawyers or FP learn that one or both parties have retirement assets, the FP can begin to gather the information that will be needed if those assets eventually are divided in some manner in the property division. The parties can sign a release to allow the FP to communicate directly with the plan administrator or broker and to obtain the plan information. The FP should determine what each plan administrator requires to divide that plan's assets - is a qualified domestic relations order ("QDRO") required? Do we just need to send a certified copy of the decree after it is signed? Is a letter of instruction sufficient, and if so, what is the recommended form for that letter? The FP can request the drafting instructions, the name and address of the plan administrator who is to receive the paperwork, and, if available, any forms or model QDRO's that each plan administrator requires. Then, once the case is settled and the drafting begins, the lawyers have what they need to prepare those documents and have them entered concurrently with the decree. Clients can become frustrated, and rightfully so, when everything on the case has been wrapped up, but it takes another four months to draft a QDRO, submit it for approval, and secure the written approval from the Plan Administrator. The FP's early work in the case can prevent these kinds of delays.

E. Real Estate Documents

As a part of the "homework" the lawyers and the FP assign to the clients, the FP can help the clients figure out what real property information is current and relevant to the case. For some reason, clients have a difficult time understanding the difference between a Deed, a Deed of Trust, and the other real estate papers they have in that old file at home. Clients frequently forget that they refinanced a home several years after its original purchase and may produce an old Deed of Trust with out-of-date information. When the lawyer attempts to draft the necessary real estate transfer documents at the end of the case, she may find that she does not have the necessary information to draft accurate instruments. The FP can help the clients find their information, particularly when a client is unsophisticated or traditionally has been uninvolved in the couple's financial business. Many counties now, including Travis and Williamson, have begun transferring their real property records to microfilm, making deed records available on the County Clerks' web sites. We recommend that, as a routine part of the FP's information-gathering, he or she check the real property records under the clients' names and print the most current documents that pertain to the real properties owned by the parties. This is also a helpful tool to use to discover liens or encumbrances that are unknown to the parties or that they may have forgotten.

III. CONCLUSION

The structure and nature of a collaborative law case present some challenges for the legal assistants or paralegals who usually have the responsibility to draft the closing documents. Unlike "traditional" divorce cases, in which the support staff talks frequently to the client, reviews and organizes much of the financial information related to the case, or oversees a detailed discovery process, a collaborative case does not require such hands-on participation by a paralegal or legal assistant. Unless the lawyer also does the drafting work, the paralegal who is assigned the job of drafting a collaborative case decree may not be as familiar with a collaborative client's file. Support staff members rarely sit in on joint collaborative meetings and may see the client's financial information for the first time after the case is settled and it is time to draft.

For this reason, the information provided by the MHP and the FP is crucial to a smooth and efficient drafting process. A comprehensive memo or form from the MHP that details the parties' agreements on their parenting plan and a detailed spreadsheet and supporting documents compiled by the FP result in a better finished product and a more efficient use of the clients' money. The drafter then can take this information and prepare the documents that memorialize all of the parties' and the professionals' hard work and collaborative effort.

Children of the Marriage

The Court finds that PARENT Z and PARENT B are the parents of the following children:

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 conservatorship, possession of and access to the children, child support, and a dispute resolution process to minimize future disputes constitute the parties’ agreed parenting plan.

Conservatorship and Support

The Court, having considered the circumstances of the parents and of the children, finds that the orders contained herein are in the best interest of the children.

It is ORDERED that PARENT Z and PARENT B are appointed parent joint managing conservators of the children who are the subject of this suit.

THE FOLLOWING RIGHTS ARE GIVEN TO PARENTS AT ALL TIMES WHETHER THE CHILDREN ARE IN THE PARENT’S POSSESSION OR NOT

It is ORDERED that, at all times, PARENT Z and PARENT B, as parent joint managing conservators, shall each have the following rights:

1. the right to receive information from any other conservator of the children concerning the health, education, and welfare of the children;
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 children;
3. the right of access to medical, dental, psychological, and educational records of the children;
4. the right to consult with a physician, dentist, or psychologist of the children;

5. the right to consult with school officials concerning the children's welfare and educational status, including school activities;
6. the right to attend school activities;
7. the right to be designated on the children'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 children; and
9. the right to manage the estates of the children to the extent the estates have been created by the parent or the parent's family.

THE FOLLOWING LANGUAGE IS MANDATED BY STATUTE AND MUST APPEAR IN THE FINAL COURT ORDER.

It is ORDERED that, at all times, PARENT Z and PARENT B, as parent joint managing conservators, shall each have the following duties:

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

THE FOLLOWING RIGHTS AND DUTIES ARE ALLOCATED TO BOTH PARENTS WHEN THE PARENTS HAVE THE CHILDREN IN HIS OR HER POSSESSION.

It is ORDERED that, during their respective periods of possession, PARENT Z and PARENT B, as parent joint managing conservators, shall each have the following rights and duties:

APPENDIX "A"

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

THE FOLLOWING RIGHTS AND DUTIES CAN BE ALLOCATED (1) ALL TO ONE PARENT OR THE OTHER; OR, (2) CAN BE ALLOCATED TO BOTH PARENTS AND THE PARENTS HAVE TO AGREE ON A FINAL DECISION; OR, (3) CAN BE ALLOCATED TO BOTH PARENTS AND THE PARENTS CAN EXERCISE THE DECISION MAKING INDEPENDENTLY OF THE OTHER PARENT – (MEANING BOTH PARENTS HAVE THE RIGHT TO MAKE THE DECISIONS AND THE PARENTS DON'T HAVE TO AGREE ON THE DECISION); OR, (4) THE RIGHT CAN BE ALLOCATED TO THE PARENTS AND THE PARENTS HAVE TO AGREE BUT A TIE-BREAKER OR TIE-BREAKERS ARE PUT IN PLACE.

It is ORDERED that the parties, as joint managing conservators, shall share the following rights and duty, and neither party shall have the right to act without the consent of the other:

1. the right to consent to medical, dental, and surgical treatment involving invasive procedures;
2. the right to consent to psychiatric and psychological treatment of the children;
3. the right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;
4. the right to consent to marriage and to enlistment in the armed forces of the United States;
5. the right to make decisions concerning the children's education;
6. except as provided by section 264.0111 of the Texas Family Code, the right to the services and earnings of the children;
7. except when a guardian of the children's estates or a guardian or attorney ad litem has been appointed for the children, the right to act as an agent of the children in relation to the children's estates if a child's action is required by a state, the United States, or a foreign government; and

8. the duty to manage the estates of the children to the extent the estates have been created by community property or the joint property of the parents.

Additional Child Support

As additional child support, and for as long as FATHER and MOTHER have a child support obligation for a child the subject of this suit, each party is ORDERED to pay the following:

1. 50% of the expenses related to that child's participation in agreed-upon extra-curricular activities, such as sports and sports camps, enrichment lessons (such as music and art), band (including instruments), Scouts or similar clubs and organizations, and school clubs and organizations.
2. 50% of that child's expenses for pre-school, daycare, and extended- or after-school-care, whether provided by an individual or an organization, and summer camps in which a child is enrolled for the purpose of providing childcare while the parents are working. This provision expressly excludes any expenses incurred by a parent for baby-sitting or childcare during a parent's absence that is unrelated to a parent's employment.

The parents shall discuss and agree upon any activity in which a child is to be enrolled; otherwise, the parent making a unilateral decision to enroll the child shall be solely responsible for the resulting expense. A parent shall not unreasonably or arbitrarily withhold his or her consent to a child's participation in an extra-curricular activity. Each parent is prohibited from making a unilateral decision to enroll a child in any activity, if the child's participation in the activity will take place during the other parent's scheduled periods of possession. For any agreed-upon activity, each party shall pay his or her 50% share of the cost directly to the provider, if the provider will accept split payments from the parties. In the event the provider refuses to accept split payments, FATHER is ORDERED to pay, within seven (7) days of his receipt of request for payment, his 50% share of the expense to MOTHER, who shall be responsible for timely payment to the provider.

Likewise, the parties shall discuss and agree upon the appropriate pre-school, daycare, and extended- or after-school-care provider for the children, using the provisions for resolution of disputes as provided in this Decree, if the parties cannot agree. Each party shall pay his or her 50% share of the agreed-upon childcare costs directly to the provider, if the provider will accept split payments from the parties, according to the payment terms set out by that provider. In the event the provider refuses to accept split payments, FATHER is ORDERED to pay, within seven (7) days of his receipt of request for payment, his 50% share of the expense to MOTHER, who shall be responsible for timely payment to the provider.

APPENDIX "B" - Sharing Costs of Extra-Curricular Activities

Meeting the Children's Financial Needs

The Court finds that FATHER and MOTHER agree, and it is ORDERED, that they will meet their children's financial needs in accordance with the following provisions:

It is ORDERED that FATHER and MOTHER each shall provide housing, food, clothing and basic necessities for the children when the children are in his or her possession, and neither party shall pay periodic child support to the other. It is further ORDERED that FATHER and MOTHER shall open a joint checking account or money market account from which direct expenses for the children, NAME and NAME, shall be paid. "Direct expenses" for the children shall include only the following:

school lunches (if paid in advance to the school); shoes; clothes; hair cuts; classes; yearbooks; tutoring; after-school child care; summer camps, summer child care and summer activities; pre-school tuition; school activities and field trips; school trips; birthday parties and birthday gifts; school supplies and fees; extracurricular activities including equipment, uniforms, lessons and the travel costs for the child only associated with the extracurricular activities, college application fees; college testing fees and review courses; school pictures; child care (not periodic babysitting); as long as both parents employ the current nanny or mutually agreed upon successor nanny, all wages (including agreed upon bonuses) due to the nanny; premiums for the life insurance policies on the lives of the parents specifically identified in the "Life Insurance" section below; agreed therapy expenses for the children; agreed 529 college savings contributions; nanny petty cash; and any other mutually agreed upon expenses incurred for the benefit of the children.

Expenses for activities in which the children are enrolled on trips with family, or in other activities in which a child participates with a parent, shall not be paid from this account, absent the parties' prior agreement.

IT IS ORDERED that management and control of the account for children's expenses shall be subject to the following provisions:

1. MOTHER and FATHER shall keep all receipts, invoices, explanation of benefits or other documentation regarding the amounts spent for the benefit of the children. Either parent may request from the other parent copies of receipts for expenses. If such request is made, the copies of receipts must be provided within three days of the request. Neither parent is required to maintain receipts for a time period longer than six months after

APPENDIX "C-1" - Children's Expenses Paid from Joint Account

- the date of the transaction.
2. If any recurring expenses are automatically drafted from an account, those expenses, incurred for the benefit of the children, shall be automatically drafted from this joint account.
 3. If the parents spend more than is in the account in any given month for "direct expenses" (as specifically defined above), then each party shall pay his or her proportionate share of the additional direct expense. Nothing in this paragraph number 3 should be construed as giving one parent the right to make an expenditure from the joint account for other than a direct expense as specifically defined above. For any child-related expenses not specifically defined above as a direct expense, the parties must mutually agree to use money from the joint account to pay that expense.
 4. In the event on-line access is permitted by the institution, MOTHER and FATHER shall agree upon a password so that both parties may check the balance of the account and activity of the account. Each party is prohibited and is hereby enjoined from changing the password without the agreement of the other party.
 5. The parents shall request that the financial institution send duplicate statements to both parents. In the event the institution will not send duplicate statements, the parent who receives the statements is ORDERED to provide copies of the statements to the other parent if the other parent would like copies. Copies of statements shall be provided within three days of receipt. If online access is available to both parents, then there is no need for duplicate statements to be sent to both parents, and there is no need for one parent to send the other parent copies of statements.
 6. MOTHER shall maintain the check book and reconcile the statements. Both parents shall have debit cards for the account and shall use the debit card whenever possible.
 7. The parties agree and it is ORDERED AND DECREED that all expenses paid from this joint account shall be for the use and benefit of the children and both MOTHER and FATHER are prohibited and therefore enjoined from making expenditures from this account that do not benefit the children or that are not primarily for the children's benefit.
 8. Any dispute about the joint account, including but not limited to (1) how funds have been spent; (2) how much each party should contribute; (3) how much the total monthly contribution to the account should be; and, (4) whether a party contributed his or

APPENDIX "C-1" - Children's Expenses Paid from Joint Account

her proportionate share of the funds, shall be waived unless it is raised to the other party, in writing, within 90 days of the event. In the event the parties have a dispute that cannot be resolved through direct negotiation, the parties shall agree to an arbitrator, or, if they fail to agree, then each parent shall select the name of an arbitrator and those two selected names shall select a third arbitrator who shall conduct binding arbitration. Any costs associated with arbitration will be borne as the arbitrator deems appropriate under the circumstances.

9. Beginning in January 2010, and during the month of January of each year as long child support is due and payable pursuant to the terms of this Decree or subsequent order modifying this Decree, IT IS ORDERED that the parties shall meet to discuss appropriate adjustments to the amount paid into the account.

The parties' respective contributions to the account shall be equal unless MOTHER and FATHER agree otherwise.

FATHER and MOTHER also agree to meet within 30 days of a "significant event" - loss of a job, change of job, involuntary reduction in pay, disability (permanent or temporary), etc., that occurs in either household.

If a party voluntarily decreases his or her pay (or voluntarily stops working), that person shall be deemed to continue to make the income that they had before the reduction for these purposes unless they agree otherwise in writing. Income of a new spouse, if applicable, shall not be considered in determining how much a party contributes to the account.

10. Beginning in January 2010, and in January of each year as long as child support is due and payable pursuant to the terms of this Decree or subsequent order modifying this Decree, IT IS ORDERED that the parties shall determine whether the joint account has "excess funds" and whether any excess funds should be deposited into the children's accounts identified in this Decree. If the parties determine that excess funds exist and should be transferred to the children's accounts, they shall discuss and agree how much should be transferred to each child's account, and if the parties cannot agree, then equal amounts will be deposited in each child's account. From time to time, the parties may agree, in writing, to move other excess funds from this account into the children's college funds, or such other fund as they may agree in writing. The balance may not fall below \$1,000.00, with consideration given to upcoming expenses.
11. If a parent directly pays for any of the listed items, that parent shall be entitled to reimburse him- or herself for such

APPENDIX "C-1" - Children's Expenses Paid from Joint Account

payment.

IT IS ORDERED that MOTHER and FATHER each shall pay 50% of the direct expenses (defined above) for the benefit of the children. Therefore, IT IS ORDERED that each party is obligated to pay and shall deposit to the joint account as child support 50% of an amount determined by MOTHER and FATHER.

IT IS ORDERED that FATHER is obligated to pay and shall deposit to the joint account child support of \$_____ per month, and MOTHER is obligated to pay and shall deposit to the joint account child support of \$_____ per month. As long as the amount deposited equals the monthly amount ordered in the previous sentence, IT IS ORDERED that MOTHER and FATHER shall have the option of depositing amounts according to the following schedule:

- \$ if making a deposit MONTHLY;
- \$ if making a deposit TWICE MONTHLY;
- \$ if making a deposit EVERY OTHER WEEK;
- \$ if making a deposit EVERY WEEK.

IT IS ORDERED that FATHER's and MOTHER's first deposits for the financial needs of two (2) children are due and payable on _____, 2010, and like payments are due and payable on the 1st day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below:

1. any 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. any child marries;
3. any child dies;
4. any child's disabilities are otherwise removed for general purposes; or,
5. Further agreement or order modifying the parties' method for meeting their children's financial needs.

Thereafter, unless MOTHER and FATHER have remarried each other, MOTHER and FATHER each are ORDERED to pay 50% of the direct expenses (defined above) for the benefit of the remaining child and shall deposit to the joint account as child support 50% of an amount determined by MOTHER and FATHER as child support for one child due and payable on the first day of the first month immediately following

APPENDIX "C-1" - Children's Expenses Paid from Joint Account

the date of the earliest occurrence of one of the events specified above for the other child and the obligation to pay continues each month thereafter until the next occurrence of one of the events specified below:

1. the remaining 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 remaining child marries;
3. the remaining child dies;
4. the remaining child's disabilities are otherwise removed for general purposes;
5. MOTHER and FATHER remarry each other; or,
6. further agreement or order modifying the parties' method for meeting their children's financial needs.

If a child is eighteen years of age and has not graduated from high school, MOTHER's and FATHER's obligations to pay these expenses as child support for that child will not terminate but will 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.

MOTHER and FATHER are ORDERED to pay child support to the joint account for the above-described expenses for so long as child support is due and payable per the terms of this Order or another order modifying this Order.

It is ORDERED that for so long as the parents are providing for their children according to the terms outlined in this Decree, no Withholding Order shall be issued from the court, and no court registry shall be necessary for the payment of child support. The Court finds that good cause exists and the parties have agreed that

APPENDIX "C-1" - Children's Expenses Paid from Joint Account

no order to withhold from earnings for child support should be delivered to any employer of MOTHER or FATHER as long as no delinquency or other violation of this child support order occurs.

FATHER and MOTHER both acknowledge that this is a non-traditional method for meeting their children's financial needs, and that they have entered into this agreement knowing that a court would most likely order one party to pay child support to the other, who would then be expected to pay for all the children's expenses. They further acknowledge and understand that, if they cannot agree upon the terms for paying their children's expenses through this method and resort to court, the result will likely be a traditional child support order. Both parties agree and acknowledge that they do not have the same enforcement options with this agreement that they would have with a traditional child support order. They further agree that, in the unlikely event that a court is asked to make a decision about child support, the mere fact, standing alone, that this Order does not comply with the statutory child support guidelines shall not be a sufficient reason to modify this support order. Any court-imposed order changing the method for paying the children's expenses shall take into consideration the financial condition of both parties at the time of divorce, and any material and substantial change that has occurred in both parties' circumstances, as well as the financial needs of the children, and the workability of this non-traditional child support arrangement.

IT IS ORDERED that in 2010 and all even-numbered years, FATHER shall claim the interest on this account on his federal income tax return. IT IS ORDERED that in 2011 and all odd-numbered years, MOTHER shall claim the interest on this account on her federal income tax return.

Meeting the Children's Financial Needs

The Court finds that the parties have agreed that, due to the schedule of possession and the financial resources available to each party, no orders for the payment of periodic child support from one parent to the other shall be made at this time. The Court approves the parties' agreement and finds that it is in the best interest of the children.

IT IS, THEREFORE, ORDERED AND DECREED that, from the time this Agreed Final Decree of Divorce is signed by the Court and continuing until at least June 1, 2011, FATHER shall pay 72% and MOTHER shall pay 28% of the children's expenses described below. These payments are intended to be child support obligations, and enforceable as such. The expenses to be paid by the parties are:

1. School lunches and incidental school expenses.
2. The children's pre-school and school tuition.
3. Private school tuition, fees, books, and uniforms, if the parties mutually agree to enroll a child in private school.
4. Tutoring and speech therapy.
5. Deposits, enrollment fees, uniforms and costumes, equipment, musical instruments, dues, team photos, and other related expenses, such as a child's travel to events and competitions incurred for each school, sports, and/or extra-curricular activity that is agreed upon by the parties, pursuant to the Agreed Parenting Plan. These activities may include, but are not limited to, soccer, gymnastics, Girl Scouts, school clubs, and dance teams.
6. Summer camps.
7. Childcare providers and/or nannies engaged for the purpose of providing after-school care and childcare at times when the parents otherwise are working. (This provision is not intended to include babysitters and childcare required exclusively by the parent entitled to present possession of the children, if and when childcare is required at times other than regular working hours.)
8. Cell phones.
9. Healthcare-related expenses for the children that are not covered by health insurance.
10. Any other expense to which the parties agree in advance of the time that the expense is incurred.

APPENDIX "C-2": Parents Share Expenses on a Percentage Basis

For any single expense that exceeds \$500.00, if a school, camp, or other provider will accept separate payments from each party, FATHER and MOTHER are ORDERED to deliver their respective payments for the children's expenses directly to the school, camp, or other provider by any specified deadline. For expenses that are less than \$500.00, or in the event an entity will not accept separate payments, the parent who pays an expense out-of-pocket shall be entitled to reimbursement from the other parent for his or her share of the agreed-upon expenses. The parents shall exchange information about expenses incurred periodically, but in no event less than once per month, to reconcile the out-of-pocket payments each has made and for which a parent intends to request reimbursement from the other parent for his or her share of the expense.

Annual Adjustment of the Percentage of the Children's Expenses paid by Each Parent

The Court finds that the parties have agreed, and IT IS ORDERED that the percentage of the children's expenses that each party pays shall be reviewed annually, beginning June 1, 2011, with an annual review to be made on or about each June 1 thereafter for as long as the parties have an obligation to support a child pursuant to the terms of this Decree or any subsequent order or written agreement modifying this Decree. The purpose of such reviews shall be to disclose and compare the after-tax earned income of each parent for the immediately-preceding calendar year, as determined by his or her federal income tax return. Following each such review, each parent shall pay his or her share of the children's expenses for the next 12 months in the same proportion as his or her income bears to the parties' combined incomes. In the event that both parties earn in excess of \$150,000.00 in gross income for the immediately-preceding calendar year, the parties agree that the children's expenses as set forth in this agreement shall be divided equally and continue to be divided equally as long as both parties are earning in excess of \$150,000.00 gross income. If the parties are unable to agree upon the appropriate percentage for their respective shares of the children's expenses, they shall submit the issue to an agreed-upon arbitrator for binding arbitration.

IT IS ORDERED that the parents' expense-sharing arrangement shall be subject to the following provisions:

1. A parent requesting reimbursement for payment of children's expenses shall provide satisfactory documentation (such as copies of bills, receipts, statements, and the like) to the other parent of the amount(s) paid by the parent requesting reimbursement.
2. Documentation of any expense for which a parent wants reimbursement from the other parent shall be presented to the

APPENDIX "C-2": Parents Share Expenses on a Percentage Basis

other parent within six months after the expense is incurred, or reimbursement is waived.

3. In the event either parent voluntarily reduces his or her earnings, that parent's earnings shall be deemed to be not less than the amount he or she was earning prior to voluntarily reducing his or her earnings. Income of a new spouse, if applicable, shall not be considered in this calculation.
4. Any agreed change to the provisions for meeting the children's financial needs contained herein must be reflected in a written agreement signed by the parties and filed with the Court.
5. Any dispute between the parties about any aspect of their expense-sharing arrangement shall be submitted to binding arbitration with an agreed-upon arbitrator, upon 30 days notice by one parent to the other that a dispute requiring arbitration has arisen. The designated arbitrator shall have full authority to make binding decisions on all aspects of the parties' expense-sharing arrangement, and is authorized to determine all procedural aspects of the arbitration as well as the form or the arbitration.

The parties' respective obligations to pay the foregoing expenses for a child shall continue until the first occurrence of one of the following events as to that child:

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 child's disabilities are otherwise removed for general purposes;
5. MOTHER and FATHER remarry each other; or,
6. further order or written agreement of the parties modifying this child support, as contemplated herein.

If a child is eighteen years of age and has not graduated from high school, IT IS ORDERED that the parties' obligations to pay these expenses as child support 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

APPENDIX "C-2": Parents Share Expenses on a Percentage Basis

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.

IT IS FURTHER ORDERED AND DECREED that MOTHER and FATHER shall notify this Court and the other party 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 (7) days after the change of address or the termination of employment. This notice or a subsequent notice shall also provide the current address of that party and the name and address of his or her current employer, whenever that information becomes available.

IT IS FURTHER ORDERED AND DECREED that the child support as prescribed in this Decree shall be exclusively discharged in the manner ordered and that any other expenditures incurred by a party during his or her periods of possession of or access to the children, as prescribed in this Decree, for food, clothing, gifts, travel, shelter, or entertainment, are deemed in addition to and not in lieu of the support ordered in this Decree.

IT IS ORDERED that each party's obligation to support the children shall be an obligation of that party's estate, and shall not terminate on the party's death. Payments received by the surviving party for the benefit of the children from the Social Security Administration, Department of Veterans Affairs, other government agency, or from life insurance proceeds on the deceased parent's life shall be a credit against this obligation.

Acknowledgment of Non-Traditional Child Support Agreement

MOTHER and FATHER both acknowledge that this is a non-traditional method for meeting their children's financial needs, and that they have entered into this agreement knowing that a court would most likely order one party to pay child support to the other, who would then be expected to pay for all the children's expenses. They further acknowledge and understand that, if they cannot agree upon the terms for paying their children's expenses through this method and resort to court, the result will likely be a traditional child support order. Both parties agree and acknowledge that they do not have the same enforcement options with this agreement that they would have with a traditional child support order. They further agree that, in the unlikely event that a court is asked to make a decision about child support, the mere fact, standing alone, that this Order does not comply with the statutory child support guidelines shall not be a sufficient reason to modify this support order. Any court-imposed order changing the method for paying the children's expenses

APPENDIX "C-2": Parents Share Expenses on a Percentage Basis

shall take into consideration the financial condition of both parties at the time of divorce, and any material and substantial change that has occurred in both parties' circumstances, as well as the financial needs of the children.

APPENDIX "D": Alternative Language for Summer Possession#. Extended Summer Possession by FATHER.

With Written Notice. If FATHER gives MOTHER written notice by April 1 of each even-numbered year and by April 15 of each odd-numbered year, specifying an extended period of summer possession for that year, FATHER shall have possession of the children for 14 consecutive days, beginning no earlier than the day after the children's schools are 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, as specified in the written notice. These periods of possession shall begin and end at 6:00 P.M.

Without Written Notice. If FATHER does not give MOTHER written notice by the applicable deadline recited above in any year, specifying an extended period of summer possession for that year, FATHER shall have possession of the children for 14 consecutive days in that year beginning at 6:00 P.M. on _____ and ending at 6:00 P.M. on _____.

#. Extended Summer Possession by MOTHER.

With Written Notice. If MOTHER gives FATHER written notice by April 1 of each odd-numbered year and by April 15 of each even-numbered year, specifying an extended period of summer possession for that year, MOTHER shall have possession of the children for 14 consecutive days, beginning no earlier than the day after the children's schools are 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, as specified in the written notice. These periods of possession shall begin and end at 6:00 P.M. MOTHER's choice of summer dates shall not conflict with Father's Day weekend in any year.

Without Written Notice. If MOTHER does not give FATHER written notice by the applicable deadline recited above in any year, specifying an extended period of summer possession for that year, MOTHER shall have possession of the children for 14 consecutive days in that year beginning at 6:00 P.M. on _____ and ending at 6:00 P.M. on _____.

#. Conflict between Summer Date Choices.

In the event the parties' choices of dates for extended summer possession conflict in any year, FATHER's choice of dates shall prevail in all even-numbered years and MOTHER's choice of dates shall prevail in all odd-numbered years.

INVENTORY REQUEST LIST

Husband: Name: _____
 Date of Birth: _____
 Preferred Phone #: _____
 Email: _____

Wife: Name: _____
 Date of Birth: _____
 Preferred Phone #: _____
 Email: _____

Children: Name and Date of Birth: _____
 Name and Date of Birth: _____
 Name and Date of Birth: _____
 Name and Date of Birth: _____

COMMUNITY Estate of the Parties

1. **Real Property** (Include Fair Market Value per county appraisal district or formal appraisal/current market analysis. Provide latest mortgage statement(s) with principal and interest payment, interest rate, mortgage balance. Provide annual property tax and homeowner insurance statements)
2. **Mineral Interests** (include legal description of property in which the parties own the mineral estate, separate and apart from the surface estate, such as oil and gas leases; also include royalty interests, working interests, and producing and nonproducing oil and gas wells)
3. **Cash and Accounts with Financial Institutions** (include cash, traveler’s checks, money orders, and accounts with commercial banks, savings banks, credit unions, and funds on deposit with attorneys and other third parties; exclude accounts with brokerage houses and all retirement accounts. Provide most recent statements which show name(s) on account, account number, type of account i.e. savings/checking, balance.)
4. **Brokerage/Mutual Fund Accounts** (these are NON-retirement accounts. Provide most recent statements which show name(s) on account, account number, balance.)
5. **Publicly Traded Stocks, Bonds, and Other Securities** (include securities not in a brokerage account, mutual fund, or retirement fund)
6. **Stock Options/Restricted Stock/Performance Based Stock/Long Term Incentive Stock** (include most recent statement showing name of company, exact

APPENDIX E

information on all exercisable, nonexercisable, vested, and nonvested stock options regardless of any restrictions on transfer i.e. grant date, vesting schedule, shares granted, strike price)

7. **Bonuses (Cash or Stock)** (provide documentation of name of company, time period for which the bonus is to be paid, date of payment)
8. **Closely Held Business Interests** (include sole proprietorships, professional practices, corporations, partnerships, limited liability companies and partnerships, joint ventures, and other nonpublicly traded business entities)
9. **Retirement Benefits**
 - 9.A. **Defined Contribution Plans** (a plan that provides for an individual account for a participant and for benefits based solely on the amount contributed to the participant's account; IRC §§ 401(k), 403(b). Provide most recent statement with exact name of the plan, account number if applicable, vested balance, loan balance if one exists. If the plan might be divided, obtain Qualified Domestic Relation Order-QDRO documents from human resource department i.e. sample language, specific instructions)
 - 9.B. **Defined Benefit Plan** (any plan that is not a defined contribution plan and that usually involves payment of benefits according to a formula) Provide most recent statement with exact name of the plan, account number if applicable, dates of service, monthly benefit amount if the employee were to retire as of date of divorce. If the plan might be divided, obtain Qualified Domestic Relation Order-QDRO documents from human resource department i.e. summary plan document, sample language, specific instructions)
 - 9.C. **IRA/SEP** (Provide most recent statement showing name on account, account number, institution where held, balance, type of IRA i.e. traditional, Roth, Rollover etc.)
 - 9.D. **Military Benefits** (Provide branch of service, dates of service, current status and benefits)
 - 9.E. **Nonqualified Plans**
 - 9.F. **Government Benefits** (civil service, teacher, railroad, state, and local)
10. **Other Deferred Compensation Benefits** (e.g., worker's compensation, disability benefits, other "special payments," and other forms of compensation including severance, sick leave, vacation)
11. **Insurance and Annuities**
 - 11.A. **Life Insurance** (Provide most recent statement identifying

insured, policy owner, beneficiary, company, policy number, type (term/cash value), cash value balance, face value and annual premium. Include policies through employer.

11.B. Annuities

12. **Motor Vehicles, Boats, Airplanes, Cycles, etc.** (including mobile homes, trailers, and recreational vehicles; exclude company-owned vehicles. Provide year, make, model, loan balance/monthly payment/interest rate, VIN or Hull number, Kelly Blue Book Private Party value, name(s) on title.
13. **Money Owed to Me or My Spouse** (include any expected federal or state income tax refund but do not include receivables connected with a business)
14. **Household Furniture, Furnishings, and Fixtures** (this is primarily for the benefit of the parties)
15. **Antiques, Artwork, and Collections** (include items of extraordinary value i.e. works of art, such as paintings, tapestry, rugs, and coin or stamp collections)
16. **Miscellaneous Sporting Goods and Firearms**
17. **Jewelry and Other Personal Items**
18. **Livestock** (include cattle, horses, and so forth)
19. **Club Memberships**
20. **Travel Award Benefits** (include frequent-flyer mileage/hotel accounts with most recent statement showing name of the program, account number, owner, miles/points)
21. **Miscellaneous Assets** (include intellectual property, licenses, crops, farm equipment, construction equipment, tools, leases, cemetery lots, gold or silver coins not part of a collection described elsewhere in this inventory, estimated tax payments, tax overpayments, loss carry-forward deductions, lottery tickets/winnings, stadium bonds, stadium seat licenses, seat options, and season tickets)
22. **Safe-Deposit Boxes** (Provide location, number on box, accessible to whom and contents)
23. **Storage Facilities** (Provide location, accessible to whom and contents)

- 24. Community Claim for Reimbursement**
- 25. Equitable Interest(s) of Community Estate**
- 26. Contingent Assets** (e.g., lawsuits by either party against a third party)
- 27. Community Liabilities**
- 27.A. Credit Cards and Charge Accounts* (Provide most recent statements showing institution, name(s) on account, last 4 digits of account number, balance, monthly payment, interest rate) It is also suggested that each party access www.annualcreditreport.com and review reports to verify all accounts that exist and in whose name(s).
- 27.B. Federal, State, and Local Tax Liability*
- 27.C. Attorney's Fees in This Case*
- 27.D. Other Professional Fees in This Case*
- 27E. Other Liabilities Not Otherwise Listed in This Inventory* (e.g., loans, margin accounts, if not previously disclosed)
- 27.F. Reimbursement Claims against Community Estate*
- 27.G. Equitable Interest Claims against Community Estate*
- 27.H. Pledges* (include charitable, church, and school related)
- 27.I. Contingent Liabilities* (e.g., lawsuit against either party, guaranty either party may have signed)

SEPARATE Estates of the Parties

- 28. Separate Assets of Husband** (generally defined as assets owned before marriage or assets acquired during marriage by gift or inheritance or as a result of personal injury)
- 29. Liabilities of Husband's Separate Estate**
- 30. Separate Assets of Wife** (generally defined as assets owned before marriage or assets acquired during marriage by gift or inheritance or as a result of personal injury)
- 31. Liabilities of Wife's Separate Estate**

CHILD[REN]'s Property

- 32. Child[ren]'s Property** (e.g., custodial accounts under the Texas Uniform Gifts to Minors Act or Uniform Transfers to Minors Act and college savings accounts i.e. 529 account. Provide most recent statement with name of financial institution and name(s) on account, type of account, account number, balance)

Trust and Estate Assets

- 33. Assets Held by Either Party for the Benefit of Another**
(include formal and informal trusts)

- 34. Assets Held for the Benefit of Either Party as a Beneficiary**
(include formal and informal trusts)

Monthly Budget			
Name			
Date			
Category	Amount	Provide Document	Comments
INCOME			
Employer		x	Provide last 3 pay stubs
Other income sources			Specify source i.e. rental property, royalties, etc.
Social Security		x	Provide statement even if not receiving currently
Federal Tax Returns		x	Provide last 3 years
EXPENSES			
Household			
Mortgage-Principal & Interest only		x	Include interest rate_____ and balance due_____
Homeowner Insurance			
Property Tax		x	
Rent			
Condo Fee			
Renter Insurance			
Cable TV			
Internet Access			
Phone (Landline)			
Household Maintenance			
Furniture/Appliance			Necessary replacements when dividing household
Painting/Wallpaper			
Household Supplies			Can include with groceries if purchased at grocery store
Maid/Cleaning Service			
Lawn Service			
Pool Service			
Security System			
Trash			
Electricity			If Austin energy, includes electric/water/trash/sewer
Gas/Propane			
Water/Sewer			
Pest Control			
Homeowner Assn			
Other			
Transportation			
Car Payments		x	Include interest rate_____ and balance due_____
Car Insurance			
Gasoline			
Maintenance/repair/oil changes			
Registration/Inspection			
Other			Parking, toll roads, washes
Child Expenses			
Child Care/sitters			
Clothing/Shoes			
School Supplies/Incidentals			Field trips, photos, PTA, entrance exams, applications
School Lunches			
Tutors			
Activities/Lessons			
Groceries			
Grooming			
Medical			
Dental/Orthodontics			
Optical			
Medication			
Entertainment			Parties/gifts/movies/games/toys
Camp/Vacation			

Category	Amount	Provide Document	Comments
Personal			
Bank fees			
Cell Phone			
Cigarettes			
Clothes/Shoes			
Dry Cleaning/Laundry			
Education			
Charity			
Dues			
Clubs			
Entertainment			
Groceries			
Gifts			
Hair			
Legal/Accounting			
Manicure			
Pets			
Restaurants			
Stamps/stationery			
Sports/hobbies/lessons			
Subscriptions/books			
Therapist/counselor			
Toiletries/grooming/drug store			
Travel			
Health and Medical			
Health Insurance		x	Obtain COBRA cost for non-working spouse if applicable
Dental Insurance		x	
Vision Insurance		x	
Medical/Dr. Copay			
Dental Copay			
RX Copay/Over-the-Counter			
Glasses/Contacts			
Chiropractor, acupuncture, etc.			
Other			
Retirement contributions		x	
Cafeteria Plan		x	Medical, Dependent care or both
Disability Insurance		x	
Life Insurance		x	
Umbrella Insurance			
Long Term Care Insurance			
Debt/Credit Card Payments			
Total Expenses	\$ -		

Putting Agreements on Paper

Division of Marital Property

Property division report for John Doe and Jane Doe.

Month/day/year

401k split 60-John/40-Jane

All retirement tax-effected, including Pension

	John Amount	Pct	Jane Amount	Pct	Total Amount	
Real Estate Equity						
1 USA Drive	\$0	0%	\$166,222	100%	\$166,222	1
Total Value	\$275,000					
1st Mortgage	\$91,741					
2nd Mortgage	\$17,037					
Equity	\$166,222					
Cash & Investments						
Jt-Randolph Brooks xx1234 ⁽¹⁾	\$0	0%	\$212	100%	\$212	2
Jt-Chase Ck xx1234 ⁽²⁾	\$2,000	100%	\$0	0%	\$2,000	3
Jt-Chase MMkt xx1234 ⁽³⁾	\$0	0%	\$28	100%	\$28	4
Jt-Chase MMkt xx1234 ⁽⁴⁾	\$0	0%	\$2,000	100%	\$2,000	5
Jane-Heritage CU Ckxx1234	\$0	0%	\$499	100%	\$499	6
John-Southwest Sec. xx1234	\$1	100%	\$0	0%	\$1	7
Discover Miles ⁽⁵⁾	\$0	50%	\$0	50%	\$0	8
Children Chase Accts	--	--	--	--	\$0	9
Total Investments	\$2,001	42%	\$2,739	58%	\$4,740	
Cars and Personal Effects						
Jane-2004 Mazda 6s ⁽⁶⁾	\$0	0%	\$8,375	100%	\$8,375	10
John-2006 Acura TSX ⁽⁷⁾	\$17,820	100%	\$0	0%	\$17,820	11
Sonny-1997 Honda Civic ⁽⁸⁾	--	--	--	--	\$0	12
College child-2000 Ford Exp ⁽⁹⁾	--	--	--	--	\$0	13
Total Personal Items	\$17,820	68%	\$8,375	32%	\$26,195	
Life Insurance						
John thru Employer ⁽¹⁰⁾	\$0	100%	\$0	0%	\$0	14
John Allstate ⁽¹¹⁾	\$0	100%	\$0	0%	\$0	15
Jane ⁽¹²⁾	\$0	0%	\$0	100%	\$0	16
Total Life Insurance	\$0	0%	\$0	0%	\$0	
Subtotal Non-Retirement	\$19,821	10%	\$177,336	90%	\$197,157	
IRAs and 401(k)s						
John Emp. Deferral ⁽¹³⁾	\$7,760	100%	\$0	0%	\$7,760	17
John Emp Profit Sharing	\$75,780	100%	\$0	0%	\$75,780	18
John Emp Roll Over	\$330,000	60%	\$220,000	40%	\$550,000	19
John Roth 401k	\$10,285	100%	\$0	0%	\$10,285	20
John TaxEffect (25%)	(\$107,206)	100%	\$0	0%	(\$107,206)	21
Jane Tax Effect (15%)	\$750	(4)%	(\$18,000)	104%	(\$17,250)	22
Jane Tax Effect 72t (25%) ⁽¹⁴⁾	\$0	0%	(\$25,000)	100%	(\$25,000)	23

APPENDIX G

Putting Agreements on Paper

Chapter 7

Property division report for John Doe and Jane Doe.

	John Amount	Pct	Jane Amount	Pct	Total Amount	
Jane Pension Tax (15%)	\$0	0%	(\$2,309)	100%	(\$2,309)	24
Total IRAs and 401(k)s	\$317,369	64%	\$174,691	36%	\$492,060	
Defined Benefit Pensions						
Jane Pension ⁽¹⁵⁾	\$0	0%	\$15,393	100%	\$15,393	25
Subtotal Retirement	\$317,369	63%	\$190,084	37%	\$507,453	
Total Assets	\$337,190	48%	\$367,420	52%	\$704,610	
Debts						
John-Discover xx1234 ⁽¹⁶⁾	(\$4,887)	100%	\$0	0%	(\$4,887)	26
John-Chase xx1234 ⁽¹⁷⁾	(\$3,673)	100%	\$0	0%	(\$3,673)	27
John-Chase MC xx1234	(\$2,317)	100%	\$0	0%	(\$2,317)	28
John-Chase MC xx1234	\$0	0%	\$0	0%	\$0	29
John-Sears xx1234 ⁽¹⁸⁾	(\$1,870)	100%	\$0	0%	(\$1,870)	30
John-Citi xx1234 ⁽¹⁹⁾	(\$11,184)	100%	\$0	0%	(\$11,184)	31
John-Capital One MC xx1234 ⁽²⁰⁾	(\$6,469)	100%	\$0	0%	(\$6,469)	32
John- BofA MC xx1234 ⁽²¹⁾	(\$11,686)	100%	\$0	0%	(\$11,686)	33
John's Car-Randolph FCU ⁽²²⁾	(\$18,869)	100%	\$0	0%	(\$18,869)	34
John-AMEX xx1234 ⁽²³⁾	\$0	0%	\$0	0%	\$0	35
Jane-AMEX xx1234 ⁽²⁴⁾	\$0	0%	\$0	0%	\$0	36
JT-Randolph MC xx1234 ⁽²⁵⁾	\$0	0%	(\$6,250)	100%	(\$6,250)	37
JT-RBFCU Line of Credit	\$0	0%	\$0	0%	\$0	38
JT-Orthodontics ⁽²⁶⁾	\$0	0%	(\$1,418)	100%	(\$1,418)	39
Cost to sell house ⁽²⁷⁾	\$0	0%	(\$22,000)	100%	(\$22,000)	40
Total Debt	(\$60,955)	67%	(\$29,668)	33%	(\$90,623)	
Total Debts	(\$60,955)	67%	(\$29,668)	33%	(\$90,623)	
Total Assets	\$337,190	48%	\$367,420	52%	\$704,610	
Total Debts	(\$60,955)	67%	(\$29,668)	33%	(\$90,623)	
Total Marital Property	\$276,235	45%	\$337,752	55%	\$613,987	
Equalization Payment	\$59		(\$59)			
Total Marital After Equalization	\$276,294	45%	\$337,693	55%		

Note: "Total Amount" column may not add due to rounding.

Putting Agreements on Paper**Chapter 7****Footnotes:**

- (1) Jt-Randolph Brooks xx1234 - As of 10/31/08. Pass through acct for bills. Jane's ck direct deposit. Some transferred to Chase acct.
- (2) Jt-Chase Ck xx1234 - As of 1/09. Used for monthly expenses
- (3) Jt-Chase MMkt xx1234 - Close and move to other Chase MMkt?
- (4) Jt-Chase MMkt xx1234 - As of 1/09. Savings. Used for non-routine expenses.
- (5) Discover Miles - 7,810 as of 9/08 statement
- (6) Jane-2004 Mazda 6s - VIN -----, Paid off. Private party Kelly Blue Book 1/12/09
- (7) John-2006 Acura TSX - VIN -----, Edmund's Private Party 1/12/09
- (8) Sonny-1997 Honda Civic - VIN -----
- (9) College child-2000 Ford Exp - VIN -----
- (10) John thru Employer - Face Value \$50,000 paid by employer
- (11) John Allstate - \$1,000,000 face value
- (12) Jane - Face Value \$500,000
- (13) John Emp. Deferral - As of 1/9/09. Held at Charles Schwab. This includes gross distribution rollover of \$753,203.02 as reported on 1099-R in 2006. AN ADDITIONAL \$50,000 WAS DISTRIBUTED, TAXES AND PENALTY PAID, USED FOR CREDIT CARD DEBT - HAVE DOCUMENTATION
- (14) Jane Tax Effect 72t (25%) - Assumes she distributes \$100,000.
- (15) Jane Pension - Monthly benefit at age 65=\$210/mo based on service through 1/1/08. Lump sum value as of 1/1/08 is \$10,166. 210/mo less 15% tax is 178.50
- (16) John-Discover xx1234 - As of 1/09. College daughter expenses paid on this card. John used year end bonus to pay off.
- (17) John-Chase xx1234 - As of 10/31/08. John used this to furnish apt. Overtime work used to pay this bill. Balance 8/07 \$5,373.64. No new purchases from 8/07 through 12/08.
- (18) John-Sears xx1234 - AS of 11/30/08. Appliances for family home.
- (19) John-Citi xx1234 - As of 1/09. John's attorney retainer (\$5,000) and misc.
- (20) John-Capital One MC xx1234 - As of 1/09. Kid's sports activities
- (21) John- BofA MC xx1234 - As of 1/09. Includes Jane's retainer to her attorney for \$5,000.
- (22) John's Car-Randolph FCU - As of 10/31/08.
- (23) John-AMEX xx1234 - Usually runs about \$1,500/mo. John obtained statements but I have not seen or reviewed.
- (24) Jane-AMEX xx1234 - Paid off every month. Used for groceries and gas. Usually runs about \$2,000
- (25) JT-Randolph MC xx1234 - AS of 1/09. New air conditioning system for house
- (26) JT-Orthodontics - As of 1/09
- (27) Cost to sell house - 8% x \$275,000 = \$22,000

Regular weekday visitation (no holiday or summer schedule):

Dad will have the children every Thursday evening, from the time school is dismissed until school resumes the following day. On the first, third and fifth Friday of each month, Dad will have the children from the time school is dismissed until it resumes the following Monday. If the weekend is extended by a school holiday, Dad's possession period will begin at the time school is dismissed for the weekend and end when school resumes the following week.

Holidays, etc:

THANKSGIVING: Alternate years, with Mom having the children for the Thanksgiving break in even-numbered years, Dad in odd-numbered years, from the time school dismisses until it resumes.

CHRISTMAS: Divide Christmas break in half per the school schedule and transition at 10am on the halfway day. Dad will have the first half of the break beginning at the time school is dismissed in even-numbered years and the last half ending when school resumes in odd-numbered years; Mom will have the first half in odd-numbered years and the last half in even-numbered years.

SPRING BREAK: Mom will have the children in odd-numbered years, from the time school is dismissed for the break until it resumes after the break. Dad will have this period in even-numbered years.

CHILDREN'S BIRTHDAYS: Whoever is not normally scheduled to have the children on their birthday will have them from 6-8pm on that day.

MOTHER'S DAY, FATHER'S DAY: If it's not the honored parent's scheduled weekend, the children will spend 9am on Mother's Day until school resumes (or 9am if there is no school) the following morning with Mom, and 9am on Father's Day until 9am the following morning with Dad.

SUMMER: Each parent has the option of designating up to two weeks' of uninterrupted time with the children during the summer, to be taken in one two-week period or two one-week periods. These will be designated by March 15th. In the event of a conflict, Mom's choice of dates will prevail in even-numbered years and Dad's in odd-numbered years.

NOTE: Additional provisions may exist for parents' birthdays, Easter, and any other time holiday or time period considered important to the family.

