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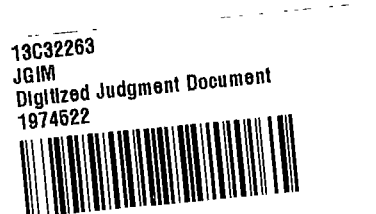
IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

In the Matter of the Marriage of:)	Case No. 13C32263
)	
VERONICA A. NAVARRO,)	Hon. Dale Penn
)	
Petitioner,)	
)	GENERAL JUDGMENT OF DISSOLUTION
and)	OF MARRIAGE and MONEY AWARD
)	
RAMIRO JR. NAVARRO,)	
)	
Respondent.)	

This matter came for hearing before the Court for hearing on December 1, 2014, Petitioner appearing before the court with her attorney, Chris Sielicky of Marion-Polk Legal Aid Service, and Respondent appearing in person and being self represented, the Court having reviewed the file, and having heard the testimony of Petitioner and Respondent at the hearing, and being presented this *General Judgment of Dissolution of Marriage and Money Award*, makes the following findings of fact based on the documents and records on file herein:

1. Petitioner shall hereafter be referred to as *Wife*. Respondent shall hereafter be referred to as *Husband*.
2. Husband and Wife were married in Keizer, Oregon on March 21, 2009 and have ever since been husband and wife.
3. Husband and Wife have irreconcilable differences which have caused the irremediable breakdown of their marriage.

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4. For a period of six (6) months immediately prior to the filing of the *Petition for Dissolution of Marriage*, Husband and Wife had continuously been, and remain, residents and inhabitant of the state of Oregon. Husband and Wife continue to resides in Marion County in the State of Oregon.

5. The court has jurisdiction over Husband and Wife.

6. Husband and Wife are the parents of one minor child; namely, Ramiro Jr. Navarro, III. The parties' minor child, Ramiro Jr. Navarro, is age 6.

7. For a period of six (6) months immediately prior to the filing of the *Petition*, the parties' minor child had continuously been, and remains, a resident and inhabitant of the state of Oregon. The child currently resides in Marion County with his mother, Petitioner in this matter.

8. Wife is not now pregnant.

9. The courts of the state of Oregon have exclusive jurisdiction to make child custody determinations in this matter under the provisions of the *Uniform Child Custody Jurisdiction and Enforcement Act*, ORS 109.701 *et. seq.*

10. Husband's full name is RAMIRO JR. NAVARRO; his address is 1175 Clearview Avenue, Number 14, Keizer, Oregon 97303; his date of birth and social security number are segregated in accordance with UTCR 2.100 and that information is contained in Husband's *Family Law Confidential Information Form* (CIF) previously filed with the Court; Husband's age is 24 and he has no former legal names.

11. Wife's full name is VERONICA ALICIA NAVARRO; her current mailing address is 313 Hollyhock Place N., Keizer, Oregon 97303; her date of birth and social security number are segregated in accordance with UTCR 2.100 and that information is contained in Wife's *Family Law Confidential Information Form* (CIF) previously filed with the Court; Wife's age is 24 and Wife's former (maiden) name is *Castillo*.

12. Child support is ordered at this time. The factors that used to calculate child support are as follows: Both Husband and Wife are attributed a gross monthly income of \$1,577.33 (minimum wage). The parties have one minor child and that child spends 273 overnights per year

1 with Wife and 92 overnights per year with Husband. Neither Husband or Wife pay any daycare costs
2 for their son. The child is enrolled in the *Oregon Health Plan* (OHP) and neither party incurs any
3 health insurance costs for their child. Husband has one non-joint child and Wife has no non-joint
4 children. Using these factors, Husband owes Wife \$156 per month in child support. A copy of the
5 *Child Support Worksheet* used to calculate child support is attached hereto and incorporated herein
6 as Exhibit 2.

7 13. There is a *Limited Judgment of Child Support* previously entered in this matter.
8 Husband will remain liable for any child support arrears due and owing through the *Limited*
9 *Judgment*.

10 14. The parties' minor child is currently enrolled and covered through the *Oregon Health*
11 *Plan* (OHP). However, each party will maintain whatever health insurance whenever it is available
12 to them for their child and whenever it is reasonable in cost. Husband has no obligation to pay *cash*
13 *medical support* at this time as Husband is attributed an income equal to minimum wage (minimum
14 wage order).

15 15. Wife will be awarded sole legal custody of the parties' minor child and Husband will
16 be awarded parenting time as outlined in Exhibit 1. The factors the Court found relevant in awarding
17 Wife sole custody include the following: Wife is the child's primary parent; Wife has encouraged
18 an ongoing relationship between her son and Husband as well as Husband's immediate family; and,
19 Wife is a survivor of domestic violence and previously obtained a *Family Abuse Prevention Act*
20 *Restraining Order* (FAPA RO) against Husband due to the violence; namely, Marion County Circuit
21 Case Court Number 11C30071. There is a criminal case that was filed in Marion County against
22 Husband due to violence; namely, Marion County Circuit Court Case Number 11C40698 (Husband
23 was incarcerated due to violence).

24 16. No other domestic relations suits or petitions for support pursuant to ORS 108.110
25 involving this marriage of Husband and Wife are pending in any other court in the state of Oregon
26 or any other state.

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17. The parties own no real property in this or any other state.

18. The parties have been separated since around December, 2010.

19. The parties previously divided all of their personal effects, household goods, and other personal property that they owned separately or together. The division of their marital property and debts as noted herein is just and proper under the circumstances.

20. Neither party will pay the other spousal support.

21. Husband and Wife have each completed the Children COPE with Divorce Class and they have filed their *Certificates of Completion* with the Court.

22. This court previously entered an order deferring Husband and Wife's filing fees and costs.

23. This marriage should be dissolved and Husband and Wife should be granted the relief hereinafter set forth.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1.

1.1 **Termination of the parties' marriage.** The marital status of the parties is hereby terminated. The provisions of this judgment are effective immediately.

1.1(a) Any provision in a party's will which is now in force and effect which benefits the now former spouse shall be deemed revoked in accordance with the provisions of ORS 112.315. This revocation shall cause the will to be interpreted as if the former spouse did not survive the testator.

1.1(b) Any provision in any trust created by or for the benefit of a party which is now in force and effect which benefits the now former spouse shall be deemed revoked, and the trust shall be interpreted as if the former spouse did not survive the decedent.

1.1(c) Except as otherwise provided herein, any designation of the now former spouse as a beneficiary of any benefit, including but not limited to, retirement benefits, IRA accounts, life insurance policies, annuities, or other assets where a party is able to designate a beneficiary to receive the proceeds of that asset upon the death of that party, which was in place on

1 or before the date of this judgment, shall be deemed to have been revoked. The benefit shall be paid
2 to the secondary or contingent beneficiary or, if no beneficiary is named, then to the decedent's
3 estate. The surviving former spouse shall cooperate with the decedent's estate in assuring this
4 directive is completed, specifically including the affirmative responsibility to disclaim, in writing,
5 and within nine months of the date of death to assure that the surviving former spouse does not
6 receive any benefit as a result of the decedent's failure to modify the beneficiary designation of the
7 above-described assets.

8 2.

9 **CUSTODY**

10 Wife is awarded sole legal custody of the parties' minor child; namely, Ramiro Jr. Navarro,
11 III, age 6.

12 3.

13 **PARENTING TIME**

14 3.1 **Alternating Weekends from Friday at 7:00 p.m. to Sunday at 7:00 p.m.:**

15 Husband shall have parenting time with his son, Ramiro Jr. Navarro, on alternating weekends
16 beginning at 7:00 p.m. on alternating on Fridays and ending two days later, at 7:00 p.m. on Sunday.
17 The specifics of Husband's alternating weekend parenting time is more fully outlined in the parties'
18 *Parenting Plan*, a copy of which is attached as Exhibit 1.

19 3.1(a) **Alternating Wednesday evenings:** Whenever Husband is exercising
20 parenting time on alternating weekends, Husband shall also have parenting time with his son,
21 Ramiro Jr. Navarro, from 5:00 p.m. to 8:00 p.m. on alternating Wednesday evenings. This
22 Wednesday visit shall take place on the Wednesday that follows Husband's alternating weekend
23 visit. If Ramiro Jr. is not in school on an alternating Wednesday then parenting time shall begin at
24 10:00 a.m. and it shall end at 7:30 p.m. that same day.

25 3.2 **Winter, Summer and Holiday parenting schedule:** The parties' *Winter, Summer*
26 and *Holiday* parenting schedule shall be pursuant to and in accordance with *Marion County*
27 *Supplemental Local Rule 8.075*, a copy of which is attached hereto and incorporated herein as

1 Exhibit 1. (Note: the alternate Wednesday parenting time outlined in paragraph 3.2 does not apply
2 during the *Winter, Summer* and *Holiday* parenting schedule unless specifically noted in Exhibit 1).

3 3.3 **Other Parenting Time:** Husband may also visit with or have the child in his care
4 when Wife is at work and the child is being cared for by Husband's family members; namely,
5 Korina Navarro, Rachel Navarro, Roslinda Navarro or Candelaria Garcia.

6 3.4 **Miscellaneous other provisions:** The other provisions of MCLSR 8.075 that are
7 attached as Exhibit 1 shall also apply to the parties' *Parenting Plan* concerning their minor son,
8 Ramiro Jr. Navarro.

9 *****

10 *****NOTICE PURSUANT TO ORS 107.106*****

11 The terms of child support and parenting time (visitation) are designed for the child's benefit
12 and not the parents' benefit. You must pay support even if you are not receiving visitation. You
must comply with visitation orders even if you are not receiving child support.

13 Violation of child support orders and visitation orders is punishable by fine, imprisonment
14 or other penalties.

15 Publicly funded help is available to establish, enforce and modify child support orders.
16 Paternity establishment services are also available. Contact your local district attorney domestic
relations court clerk or the Department of Justice at (503) 378-5567 for information.

17 Publicly funded help may be available to establish, enforce and modify visitation orders.
18 Forms are available to enforce visitation orders. Contact the domestic relations court clerk or civil
court clerk for information.

19 4.

20 **PARENTAL RIGHTS**

21 4.1 The joint parental rights under ORS 107.154 shall apply to this case. Each party
22 shall have the following authority with respect to their child, Ramiro Jr. Navarro:

23 4.1(a) To inspect and receive school records, and to consult with school staff
24 concerning welfare and education of the child;

25 4.1(b) To inspect and receive governmental agency and law enforcement records
26 concerning the child;

27 ///

1 4.1(c) To consult with any person who may provide care or treatment for the
2 children and to inspect and receive medical, dental and psychological records of the child;

3 4.1(d) To authorize emergency medical, dental, psychological, psychiatric or other
4 health care for the child if the custodial parent is, for practical purposes, unavailable;

5 4.1(e) To apply to be the child's guardian ad litem, conservator, or both.

6 5.

7 **INFORMATION TO OTHER PARENT**

8 5.1 Husband and Wife are each required to notify the other parent of his or her intent to
9 move 60 miles further distant from the other parent. The notice shall be provided to the other party
10 in writing *not less than* 45 days in advance of the proposed move. A copy of the *Notice* shall be
11 simultaneously be filed with the Court by the party wanting to move.

12 5.2 Each party shall provide the other party with his or her home address and his or her
13 telephone number or the child's telephone number(s). The notice provisions outlined in ORS
14 107.164 apply to this case.

15 5.3 Each party shall notify the other parent of any emergency circumstances involving
16 the minor child or of any substantial change in the health of the child. The notice provisions
17 outlined in ORS 107.164 apply to this case.

18 6.

19 **CHILD SUPPORT**

20 6.1 Commencing December 1, 2014, Husband shall pay Wife \$156 per month in child
21 support and Husband shall continue to pay Wife \$156 per month on the first day of each month
22 thereafter, until the child turns age 18, and thereafter until the child is age 21, whenever he is a
23 "*child attending school*" as defined by Oregon law.

24 6.1(a) Child support of \$156 per month was calculated pursuant to and in
25 accordance with the Child Support Guidelines of the State of Oregon. A copy of the *Child Support*
26 *Worksheet* used to calculate child support is attached hereto and incorporated herein as Exhibit 1.

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6.2 Wife shall have a money award against Husband in the amount of \$156 per month for child support; said money award shall commence on December 1, 2014 and it shall continue to accrue on the first day of each month thereafter until the child turns age 18, and thereafter until the child is age 21, whenever he is a "child attending school" as defined by Oregon law.

6.3 All payments of child support shall be made to the Department of Justice, Child Support Accounting Unit, P.O. Box 14506, Salem, Oregon 97309. Wife requests that collection, accounting, disbursement, and enforcement services be provided by the State of Oregon Division of Child Support of the Department of Justice. Wife also requests that collection of child support and cash medical support be made by income withholding through Husband's employer with payments from Husband's employer being made by electronic payment withdrawal (EPW) or electronic funds transfer (EFT) in accordance with OAR 137-055-5035. Husband shall be liable for any costs associated with the collection and enforcement of his support obligation.

7.

MEDICAL INSURANCE

7.1 The child is currently enrolled in and has health insurance through the *Oregon Health Plan* (OHP). Nonetheless, Husband shall name the child as the beneficiary of any other health, accident, dental, orthodontic, and optical insurance plan, throughout the period of the support obligation, whenever such insurance is available to Husband at a reasonable cost and accessible by the parties' child. ORS 25.323.

7.2(a) If Husband fails to maintain insurance under these circumstances for the children, Husband shall be liable for any of those expenses incurred after the date of the court order requiring the coverage.

7.2(b) If insurance coverage for child is provided by Husband, and if such coverage it later terminated for any reason, Husband shall notify Wife of this fact prior to or immediately upon termination. Thereafter, Husband shall be required to pay Wife "*cash medical support*" if appropriate.

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1 7.3 Husband shall be liable for one-half (50%) of any uninsured expenses incurred by or
2 on behalf of the parties' child. Wife shall be liable for the remaining one-half (50%).

3 7.4 Whenever the parties are unable to secure private insurance as outlined herein the
4 parties shall enroll the child in any public health insurance program that is available to the parties
5 and/or the parties' child. In that event, "cash medical support" shall be ordered if appropriate.
6 *Cash medical support* is not appropriate at this time as Husband is attributed an income equal to
7 minimum wage.

8 *****

9 **YOUR OBLIGATION TO KEEP THE COURT AND DOJ INFORMED**

10 Pursuant to ORS 25.020(8)(b)(A), each party must inform the court and the Department of
11 Justice (DOJ) in writing of any change in their residence, mailing and/or contact address, social
12 security number, telephone number, drivers license number and the name, address and telephone
number of their employer(s) within 10 days after such change.

13 *****

14 *****NOTICE OF INCOME WITHHOLDING*****

15 Oregon Law requires that child support on all new or modified orders be collected
16 by income withholding. Exceptions may be granted under the provisions of ORS 25.396.

17 **A child support order is enforceable by income withholding under ORS 25.372 to**
18 **25.427. Withholding shall occur immediately, whenever there are arrearages at least equal**
19 **to the support payment for one month, whenever the obligated parent requests such**
withholding or whenever the obligee requests withholding for good cause. The district
attorney or, as appropriate, the Department of Justice will assist in securing such
withholding. Exceptions may apply in some circumstances.

20 *****

21 *****NOTICE OF REVIEW AND MODIFICATION*****

22 Every three (3) years, The Division of Child Support of the Department of Justice (DOJ)
23 *may* initiate proceedings to modify the Obligor's support obligation to ensure that the child support
24 obligation remains in accordance with the formula established in Chapter 25 of the Oregon Revised
Statutes. ORS 25.287. In accordance with ORS 25.020(8)(c), the Department of Justice may
require of the parties any additional information that is necessary for the provisions of support
enforcement services under ORS 25.080.

25 The purpose of the "periodic review" is to see if the amount ordered is still within the
26 guidelines for child support set out in Oregon law. The review could result in an increase or a
27 decrease in the support amount, depending on each parents' financial circumstances and the needs
of the child.

1 Either party may request a review of child support after three (3) years, or such shorter cycle
2 as determined by rule of the Department of Justice, *or at any time upon a substantial change of*
3 *circumstances. See ORS 25.020(8)(b)(B) and ORS 25.287(5).*

4 The support agency handling your case will also review your support order for compliance
5 with the guidelines whenever a substantial change in circumstances has occurred. You can request
6 this "change of circumstance" modification from the support agency. But *any* support order can be
7 modified (not just orders handled by the District Attorney or the Department of Justice) because of
8 a change in circumstance, so a private attorney is able to assist you with this, too. You may also
9 represent yourself.

8.

LIFE INSURANCE

9 8.1 As additional support, Husband is required to maintain a life insurance policy (term
10 life policy) naming the Wife and the minor child as irrevocable beneficiaries. The amount of said
11 policy shall be *not less than* \$100,000 in order to provide continued support for the duration of the
12 support obligation. The minor child should have the right to receive accidental death benefits, if
13 ever paid.

14 8.2 Husband shall pay the premiums on said policy or policies and shall furnish to Wife
15 yearly documentation and proof of his compliance with the provisions of this paragraph, and Wife
16 is authorized to obtain direct confirmation of compliance or non-compliance from the insurance
17 carrier.

18 8.3 A constructive trust shall be imposed over the proceeds of any insurance owned by
19 Husband at the time of his death if he fails to maintain insurance in said amount, or if said insurance
20 is in force but another beneficiary is designed to receive said funds.

21 8.4 Husband is prohibited from borrowing any monies from or against said policies or
22 in any way reducing the benefits of said policies.

9.

DEPENDENTS FOR TAX PURPOSES

25 Wife shall claim the parties' minor child as her dependent for tax purposes.

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10.

SPOUSAL SUPPORT

Neither party shall pay the other party spousal support.

11.

PERSONAL PROPERTY DIVISION

11.1 The parties have divided all of their personal effects, household goods, and other personal property that they own separately or together, and neither shall claim those items now in the possession of the other. Each party shall keep that property now in his or her possession free of any right title or interest to the other and each party shall remain liable for any debt associated with that property that was awarded to him or her. Each party shall pay any creditor according to the creditor's terms and each shall defend, indemnify and hold the other party harmless from that debt.

11.2 **Property To Wife:** Wife is specifically awarded the following marital property free of any right title or interest to Husband:

11.2 (a) Wife is awarded free from any claim of Husband a 2000 Chevrolet Malibu. Wife is specifically liable for any debt or liability associated with 2000 Chevrolet Malibu and Wife is required to pay the creditor according to the creditor's terms and Wife shall defend, indemnify and hold Husband harmless from that debt.

11.3 **Property To Husband:** Husband shall be specifically awarded the following marital property free of any right title or interest to Wife:

11.3 (a) Husband is awarded the 2004 Dodge Intrepid or any other automobile now in his possession free if any claim of Wife. Husband is specifically liable for any debt owed to Unitus Credit Union or other creditor associated with the 2004 Dodge Intrepid or any other automobile that is now in Husband's possession and Husband is required to pay the creditor according to the creditor's terms and Husband shall defend, indemnify and hold Wife harmless from that debt.

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12.

PENSION AND RETIREMENT ACCOUNT

Each party shall maintain as his or her own any Pension, Retirement Account, IRA, 401(k) or other type of retirement account or pension plan that he or she has maintained during the marriage and neither party shall claim an interest in the other party's Pension, Retirement Account, IRA, 401(k) or other type of retirement account or pension plan that the other party maintained during the marriage.

13.

DEBTS

13.1 **Husband shall be liable for the following debts:** Husband shall be specifically liable for the following debts and shall be required to pay the creditor according to the creditor's terms and being further required to defend, indemnify and hold Wife harmless from that debt.

13.1(a) All personal debts in his name alone.

13.1(b) The debt owed to Unitus Credit Union for the 2004 Dodge Intrepid and any debt owed to any other creditor for any other vehicle(s) now in husband's possession and control or in his name.

13.1(c) Any debt or liability that is due to any creditor from any money judgment or money award (or otherwise) owed to any creditor from any *Small Claims Court* case(s) and/or contracts that are in his name alone and/or in the parties' name.

13.1(d) The debt due to Salem Hospital.

13.1(e) The debt due to the Army.

13.2 Husband shall pay according to the creditor's repayment terms, and Husband shall defend, indemnify and hold Wife harmless from any debt in his name alone not otherwise specifically described herein.

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1 13.3 **Wife shall be liable for the following debts:** Wife shall be specifically liable for
2 the following debts and shall be required to pay the creditor according to the creditor's terms and
3 being further required to defend, indemnify and hold Husband harmless from that debt.

4 13.3(a) All personal debts in her name alone.

5 13.4 Wife shall pay according to the creditor's repayment terms and Wife shall defend,
6 indemnify and hold Husband harmless from any debt in her name alone not otherwise specifically
7 described herein.

8 13.5 **Debts post separation:** Each party shall be liable for any debts and liabilities
9 incurred by that party since their date of separation in December, 2010 and each party shall pay
10 according to the creditor's terms and shall defend, indemnify and hold the other party harmless
11 therefrom.

12 13.6 **Existing Credit Cards:** Neither Husband or Wife shall charge upon the credit of
13 the other. All outstanding joint credit cards which are in the names of both parties shall be
14 immediately returned to the issuing creditor with instructions to close the account.

15 13.7 **Non-Payment Notice to Parties:** If either party fails to pay any debt or liability as
16 set forth herein, the other party shall have the right, but not the obligation, to make any payment due
17 provided the nonpaying party is given 10 days prior notice of the party's plan to make payment. If
18 payment is made, the party who failed to pay shall be responsible for reimbursing the amount paid
19 to the other party.

20 14.

21 **DISTRIBUTION OF REAL PROPERTY**

22 Wife and Husband own no real property in the State of Oregon or any other state.

23 15.

24 **RESTORE FORMER NAME**

25 Wife's former (maiden) name of *Castillo* is restored to her.

26 ///

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_ Verified Correct Copy of Original 1/29/2015._

16.

EXECUTION OF NECESSARY DOCUMENTS

Husband and Wife shall, upon demand, execute any deeds, titles or other instruments necessary to carry out the provisions of this *Judgment*. This *General Judgment* shall operate to convey title to the party that is awarded the property if the other party fails to comply with this requirement.

17.

ATTORNEY FEES COSTS AND FEES

Each party is liable for all of his or her attorney fees and costs.

18.

COURT COSTS AND FEES

Each party is liable for all of his or her filing fees and costs that were previously deferred by the Court.

MONEY AWARD

I.

CHILD SUPPORT

Judgment Creditor:

VERONICA A. NAVARRO
313 Hollyhock Place N.
Keizer, Oregon 97303

DOB: Segregated
SSN: Segregated
ODL: Segregated

**Attorney for
Judgment Creditor:**

Chris Sielicky and Marion-Polk Legal Aid Service
1655 State Street, Salem, Oregon 97301
(503) 581-5265, extension 15
Chris.sielicky@lasoregon.org

Judgment Debtor:

RAMIRO JR. NAVARRO
1175 Clearview Avenue, Number 14
Keizer, Oregon 97303

DOB: Segregated
SSN: Segregated
ODL: Segregated

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Attorney for Judgment Debtor: N/A (None)

Name of any person or public body known to the judgment creditor, other than the judgment creditor's attorney, who is entitled to any portion of a payment made on the judgment: State of Oregon

Others Entitled to Portion of Judgment: None

Judgment Amount: Child support: \$156 per month beginning December 1, 2014.

Prejudgment Interest: None

Post-judgment Interest: Nine percent (9%) per annum simple interest on support arrearages from the date the arrearage accrues until paid.

Periodic Accrual: Child support award in the amount of \$156 accrues on the first day of each month commencing December 1, 2014 and it shall continue to accrue on the first day thereafter, until the child is 18 years of age, or thereafter, whenever he is a child attending school as defined by Oregon law.

Attorney Fees and Costs: None

DATED this 27th day of January, 2015.



Dale Penn
Circuit Court Judge

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Petitioner/Wife

VERONICA A. NAVARRO
313 Hollyhock Place N.
Keizer, Oregon 97303

Respondent/Husband

RAMIRO JR. NAVARRO
1175 Clearview Avenue, Number 14
Keizer, Oregon 97303

Child of the parties:

Ramiro Jr. Navarro, III, age 6

Submitted by:
MARION-POLK LEGAL AID SERVICE
Chris Sielicky, OSB #914288
Of Attorneys for Petitioner
E-mail: chris.sielicky@lasoregon.org

APPENDIX B

Supplementary Local Rule 8.075

UNIFORM PARENTING PLAN

1 Introduction:

Oregon law encourages parents to remain involved with their children because both parents are important to a child's growth and development. Parents are required to adopt a parenting plan which assures a child's continuing contact with both parents. The plan should take into account evidence of drug and alcohol abuse, domestic violence, and any other unique circumstances of the family.

The Court feels strongly that the best parenting plan is one created by the parents who will follow it. We expect and encourage parents to create their own parenting plan, taking into consideration the schedules and needs of each family member. This plan is a last resort, and should only be used when the parents or the court cannot create a more appropriate plan for the family.

During this process, it is important for parents to attempt to minimize the amount of conflict the children are exposed to, because research has shown that children that are exposed to conflict are at increased risk for behavior problems, anxiety and depression. Parents involved in high levels of conflict should consider including provisions in the parenting plan that reduce conflict. For example, parents can be specific about what times the child will be with each parent, methods of exchanging the child, and any other areas that might be subject to dispute later. The parents may choose to exchange the child at a neutral location, such as a fast food restaurant or a supervised visitation center. In addition, parents should not communicate through the child, and should consider whether there are easier ways to communicate, such as through e-mail. For more suggestions, please request "Checklist for Creating Parenting Plans that Reduce Conflict" from Dissolution Resource Services on the first floor of the Courthouse, or from the mediator or judge assigned to your case.

This rule uses the terms "custodial parent" and "non-custodial parent" as a way to identify two separate parents. It does not mean that one parent is prevented from playing an active role in the child's life. Parents are encouraged to be flexible and to consider what is best for their child when arranging parenting time. Marion County may be able to provide free mediation services to help resolve custody and parenting time conflicts.

Marion County's Local Court Rule 8.075 has been changed many times over the years. This version does not automatically replace existing orders written when earlier versions of the rule were in effect. This version of Rule 8.075 is effective for court orders which are put in place after the adoption date noted below.

2. **Definitions:**

"Child" includes all minor children referred to in the Judgment or Order.

"Custodial parent" refers to the parent awarded sole custody by the court's judgment or order. That parent is the child's primary residential parent if joint custody is awarded.

"Non-custodial parent" refers to the parent who is not the custodial parent as defined above

"Parenting time" replaces the word "visitation" Each parent actually parents the child while the child is with that parent Parenting time describes the schedule by which the child spends time with each parent.

"Number of overnights" For purposes of calculating child support, refers to a Sunday return following weekend parenting time results in 92 overnights per year for the non-residential parent and a Monday return results in 107.5 overnights per year for the non-residential parent.

3. **Parenting Time Provisions:**

3.1 **Weekends:** The child shall be with the non-custodial parent every other weekend, beginning on Friday night at 7:00 p.m. and ending two days later, on Sunday night at 7:00 p.m.

3.1.1 The non-custodial parent shall feed the child dinner on Sunday night and shall also have the child ready for the custodial parent to pick the child up from the non-custodial parent's home at 7:00 p.m. on Sunday evening.

3.1.2 Parents may agree to vary this weekend schedule provided the agreement is in writing. For example, parents may agree to end weekends on Monday morning.

3.1.3 The child shall be with the non-custodial parent until Monday at 7:00 p.m. if that parent's weekend falls on a weekend during the school year on which the next Monday is a state or federally recognized holiday on which there is no school.

3.1.4 The alternate weekend parenting time schedule shall rotate each year as follows

3.1.4.1 The non-custodial parent's first weekend in *even numbered years* shall begin at 7:00 p.m. on the Friday of Labor Day Weekend and end Monday night at 7:30 p.m.

3.1.4.2 The non-custodial parent's first weekend in *odd numbered years* shall begin on the first Friday following the Labor Day Weekend.

3.2 Mid-week Time with the Child

- 3.2.1 The child shall be with the non-custodial parent every other Wednesday. The time shall begin at 5:00 p.m. and end at 8:00 p.m. if the child is in school and begin at 10:00 a.m. and end at 7:30 p.m. if the child is not in school.
- 3.2.2 The first alternate Wednesday shall follow the non-custodial parent's first weekend with the child in September each year.

3.3 Winter Vacation

- 3.3.1 The child shall be with the non-custodial parent in *even numbered years* beginning at 7:00 p.m. on the day that school adjourns until 10:00 a.m. on December 25. The child shall be with the custodial parent for the remainder of the child's winter vacation.
- 3.3.2 The child shall be with the custodial parent in *odd numbered years* beginning at 7:00 p.m. on the day that school adjourns until 10:00 a.m. on December 25. The child shall be with the non-custodial parent for the remainder of the child's winter vacation until 7:00 p.m. on the day before school resumes.
- 3.3.3 The alternate weekend and alternate Wednesday parenting time schedule shall not operate during the winter vacation period.
- 3.3.4 The winter vacation schedule in the public school district in which the child lives shall be followed if the child is not attending school.

3.4 Summer Vacation

- 3.4.1 The child shall spend alternating two-week blocks of time with each parent during the school's recess for summer vacation. The summer vacation schedule in the public school district in which the child lives shall be followed if the child is not attending school.
 - 3.4.1.1 The child shall spend the first two-week block of time in *even numbered years* with the non-custodial parent beginning at 7:00 p.m. on the first Friday following the recess of school for the summer. The child shall spend the next two weeks with the custodial parent, then two weeks with the non-custodial parent, and so on throughout the remainder of the summer.
 - 3.4.1.2 The alternating two week schedule shall begin in *odd numbered years* with the non-custodial parent beginning at 7:00 p.m. on the third Friday following the recess of school for the summer. The custodial parent will have the first two weeks.
- 3.4.2 The summer schedule shall end at 7 p.m. on the Friday of Labor Day Weekend even if this cuts short a parent's two-week block of time. The provisions of paragraph 3.4.1 dictate which parent will have the child over the Labor Day weekend.
- 3.4.3 The alternate weekend and alternate Wednesday parenting time schedule shall not operate during the summer vacation period. However, children 30 months or younger shall spend four hours on Wednesday of each week with the other parent during the other parent's two week block of time.

4. **Other Holidays, Events and Vacation Days:**

The residential schedule for the child for the holidays, events and vacation days listed below is as follows:

Thanksgiving Vacation: Custodial parent - odd years
Non-custodial parent - even years

The **Thanksgiving Holiday** begins on Wednesday at 7:00 p.m. and ends on the following Sunday at 7:00 p.m.

Halloween: Custodial parent - even years
Non-custodial parent - odd years

Halloween begins on October 31st at 5.30 p.m and ends at 9:00 p.m

Spring Vacation: Custodial parent - even years
Non-custodial parent - odd years

Spring Vacation begins at 10:00 a.m. on the day after school adjourns and ends on the Monday morning school resumes whether or not the child is in school.

Mother's Day: Always with mother beginning at 10.00 a.m. on Sunday and ending at 7:00 p.m. the same day.

Father's Day: Always with father beginning at 10:00 a.m. on Sunday and ending at 7.00p.m. the same day.

Fourth of July: With the parent whose summer schedule includes July 4th

Birthdays:

Child's Birthday: Custodial parent - even years
Non-custodial parent - odd years

Mother's Birthday: Always with mother, at mother's option

Father's Birthday: Always with father, at father's option

Birthday's which fall on a school day begin at 5:00 p.m. and end at 8 00 p.m. The Birthday will begin at 10:00 a.m and end at 7:00 p.m. if it falls on a non-school day.

5. **Long Distance and Out-of-State Parenting Time Suggestions:**

5.1 The parenting plan outlined in this rule is practical in terms of time and distance for parents who live within 75 miles of each other. The schedule may not work for parents who live more than 75 miles apart. It is not possible to write a standard parenting schedule for parents who live a long distance from each other because each situation is different. Parents are encouraged to include a "long distance" parenting schedule in their parenting plan if a move is anticipated. The following are non-binding suggestions for parents and the court to consider in establishing a "long distance" schedule.

- 5.1.1 Which parent is moving, the non-custodial parent or the custodial parent and child?
- 5.1.2 Why does the parent want to move?
- 5.1.3 Why is the non-custodial parent resisting the move?
- 5.1.4 Will the child's move improve the child's and moving parent's quality of life?
- 5.1.5 Is it possible to fashion a new and reasonable parenting schedule which makes adjustments for the distance between the parents?
- 5.1.6 Is the non-custodial parent who opposed the child's move seeking a change of custody and if so, whether any of the provisions of law concerning modification of custody are present?
- 5.1.7 What practical effect will an order denying the request to move the child have including, but not limited to, the emotional harm to the child of having reduced contact with the parent effected by the move? The child's age, activities, location of extended family, friends and support group all having a bearing on this question.
- 5.1.8 Did the moving parent provide enough advance notice to the other parent?
- 5.1.9 How involved has each parent been in the child's life?
- 5.1.10 What additional costs will there be for the child to spend time with each parent, which parent's move is causing that cost and which parent is prepared to pay the additional costs?
- 5.1.11 What effort has the moving parent made to suggest a reasonable parenting schedule which addresses the non-moving parent's legitimate concerns?
- 5.1.12 What efforts will each parent likely make, based on that parent's record to that point, to encourage the relationship between the child and parent who will be impacted by the child's move?

5.2 An existing court ordered visitation or parenting schedule is binding on both parents unless or until a court decides otherwise. This effectively places a burden on a parent who is moving a child's residence to change the existing parenting schedule if the non-moving parent objects to the move or no agreement can be reached on the terms of a long distance parenting schedule. Any agreed change to an existing parenting schedule should be reduced to writing, signed by both parents and submitted to the court with a place for the judge to sign to make the writing effective as a modification judgment.

6 **Rules Relating to The Use of Parenting Time**

6.1 **Personal Plans.** Personal plans of the custodial parent or child, (for example, school or church activities) do not justify a parent's failure to follow the parenting time schedule.

- 6.2 **Delivery and Pick-up.** All parenting time shall take place in a prompt manner. The following delivery and pick up rule shall apply to parents who live 75 or less miles apart (or within a distance that allows for exercising alternating weekend parenting time)
- 6.2.1 The non-custodial parent shall pick up the child to begin the parenting time.
 - 6.2.2 The non-custodial parent shall be responsible for returning the child to end the parenting time if that return is taking place on a Monday morning as contemplated by this rule. The custodial parent shall pick up the child to end the parenting time if that time ends in the evening. This places an additional transportation burden on a parent who wishes to have the child stay the additional overnight (usually Sunday).
 - 6.2.3 Unless otherwise agreed or ordered by the court, pick up and delivery shall occur no more than 15 minutes before or 15 minutes after the time set for parenting time to begin and end
 - 6.2.4 This rule's reference to a "parent" as the individual responsible for pickup and delivery should not be taken literally. Other individuals known to the child such as grandparents, step-parents, live in girl/boyfriends, etc are authorized to transport the child.
- 6.3 **No Shows and Make-Ups.** Only medical reasons will be considered sufficient for postponement of parenting time. A makeup time shall occur on the following weekend if a child is ill and unable to visit. There will be no makeup parenting time if the non-custodial parent misses a scheduled time with the child. The illness of one child does not mean that the other children's time is also canceled.
- 6.3.1 Some non-custodial parents have a history of not using their scheduled weekends (for example one "no show" per month for 3 months). The custodial parent may advise the non-custodial parent in writing that the next following regularly-scheduled parenting time will be canceled unless the non-custodial parent gives at least three days advance notice that he or she will use the scheduled weekend parenting time if this problem exists
 - 6.3.2 Canceling the next regularly-scheduled parenting time should not be done lightly and should not be done by the custodial parent unless there is a regular history of missed parenting time.
- 6.4 **Non-assigned time** Unless otherwise agreed in writing, the custodial parent is responsible for the child during all times that the child is not scheduled to be with the non-custodial parent. This does *not* mean that either parent is restricted from attending public events where the child is in attendance such as school programs and athletic events.
- 6.5 **Meals & Clothes** The custodial parent shall have the child fed, sufficient clothing packed, and on time for all exchanges. The non-custodial parent shall return *all* clothing and feed the child before returning the child from the parenting time period.

- 6.6 **Conflicting Dates.** The holiday schedule takes precedence over the alternating weekend schedule. The holiday schedule may create times when the child will be with the same parent for three weekends in a row. This happens when a vacation or holiday defined in this rule replaces the normal schedule for a given weekend or time period
- 6.7 **Day Care.** The non-custodial parent shall be responsible for arranging day care for the child during his or her time with the child. No child under the age of 11 shall be left unsupervised
- 6.8 **Support of Parenting time** The custodial parent shall not discourage the child from spending time with the non-custodial parent. Contrary to common belief, Oregon does not allow a child to determine where he is going to live at any age.
- 6.9 **Flexibility** Parents are encouraged to be flexible and to consider their child's best interests in the use of this rule. This rule is designed to provide a schedule to parents who have not been able to agree to a schedule on their own. It does not create an absolute maximum or minimum amount of time the non-custodial parent can be with the child, nor does it restrict a parent from seeing a child at school or events. Reasonable adjustments to the schedule should be considered so important family events and the child's activities take place with minimal disruption or hard feelings.
- 6.9.1 Each parent shall act reasonably in registering the child for activities keeping in mind that neither parent is entitled to commit the child to an activity which will take place during the other parent's time with the child. On the other hand, there are natural activities which occur (such as school, athletic, music and other programs) that, by their very nature, take place during the other parent's scheduled time with the child.
- 6.9.2 Although neither parent is required to take a child to any activity, each parent is encouraged to use his or her best effort to keep the child involved in athletic events, school functions, lessons, birthday parties of friends, etc. even though those activities may fall during a parenting time period To do otherwise would deprive the child of valuable growing opportunities.
- 6.9.3 Each parent is encouraged to use a child's activity as an opportunity for that parent to participate with the child, meet the child's friends and other families and to have a quality experience with the child.
- 6.9.4 A child *is not* permitted to determine whether he or she visits the noncustodial parent However, older teenagers are often involved in their own activities and are unable (or unwilling) to spend time with their parents on a regular schedule as they did when they were younger. Both parents must be considerate of older teenagers and recognize that they wish (and need) to spend more time with their peers rather than their parents Parents will need to make adjustments to accommodate these life changes.
- 6.9.5 Parents should make plans directly with each other rather than through the child. It is unfair for the child to serve as the message carrier for two parents who find it difficult to communicate directly with each other Children who find themselves in this position learn to manipulate and play one parent off against the other.

6.10 **Writing and Telephoning** Each parent shall have the right to correspond with the child during reasonable hours without monitoring by the other parent or anyone else. This correspondence may take the form of letters, fax transmissions, E-mail or telephone calls. Unless otherwise agreed, there shall be no more than three telephone calls per week. Long distance telephone calls made by the child shall be paid for by the parent receiving the call.

6 11 **Changes to the Parenting time Schedule.** Enforceable changes in the parenting time schedule can only be made by court order. Any agreed upon temporary change shall be in a writing which is signed and dated by both parents to assure that there is no misunderstanding at a later date on the terms of the change.

7 **Rules Relating To The Custodial Relationship And Each Parent's Responsibilities To The Child:**

7.1 **Addresses and telephone numbers.** Each parent shall provide their home (not just mailing) address and home telephone numbers to the other parent unless otherwise ordered by the court. The parent with the child shall notify the other parent of the location and telephone number of where the child will be sleeping if the parent is taking the child out of the town where that parent resides for more than three consecutive overnights. Each parent shall be reasonable with this rule. For example, it is possible to give a general location but no telephone number if a camping trip is contemplated.

7 2 **Mutual Respect Towards the Other Parent.** Neither parent shall make bad or unflattering comments about the other parent or in any way try to diminish the love, respect and affection that the child has for the other parent.

7 3 **Access to Records and Events.** The non-custodial parent has the right to visit with the child at school, attend the child's school activities (such as an open house or sports activities), and have full access to school teachers and administrators for complete information about the child in school. This includes parent-teacher conferences. Parents shall be primarily responsible for keeping themselves advised of the child's activities and events.

7.4 **Daily Care.** The parent with whom the child is staying shall be responsible for daily care and shall make necessary decisions regarding *emergency* medical or dental care. The non-custodial parent's rights to make daily care decisions does *not* include leaving a child unattended in violation of Oregon law, haircuts, permanents, or making any substantial change in the child's appearance (i.e , tattoos, ear piercing, etc.) unless authorized to do so by the custodial parent.

7 5 **Emergencies** The parent with the child shall immediately tell the other parent of any emergency circumstances or substantial changes in the health or safety of the child.

7 6 **Decision Making** The custodial parent is encouraged to consult with noncustodial parent about major decisions which will affect the child even though the custodial parent has the ultimate decision-making authority. It is important for parents to communicate with each other prior to making plans for lessons, athletic activities, camp, extended medical and dental treatment, out-of-town visits to relatives, etc. Each parent is encouraged to work cooperatively with the other to create the most positive and productive atmosphere possible for the child.

- 7.7 **Smoking or Drinking Alcohol in the Presence of the Child** An issue frequently occurs when one parent smokes or drinks alcohol in front of the child and the other parent objects. Neither parent should smoke in the presence of the child (nor smoke in any manner so the child is breathing the smoke) if the parents cannot agree on this issue. Neither parent should drink alcohol to the point where they are affected by the alcohol.
- 7.8 **Moving** Neither parent shall move to a residence which is more than 60 miles further distant from the other parent without giving the other parent reasonable notice of the change of residence and providing a copy of such notice to the court. ORS 107.159.
- 7.9 **Parenting time is Independent From Support.** A parent's right to spend time with a child is not dependent on that parent's payment of child support. One parent's failure to comply with the terms of the judgment does not mean that the other parent can now ignore its terms. It is not permissible to withhold the child from the other parent as a way to encourage the payment of support.
- 7.10 **Joint Custody.** True joint custody means that each parent has equal authority to make major decisions which effect the child. Joint custody has nothing to do with the amount of time that a child spends with either parent nor does it affect the level of child support. Under present state law, the court cannot order joint custody unless both parents agree to it. Questions about joint custody should be directed to an attorney.

CHILD SUPPORT WORKSHEET

OAR 137-050-0700 to 137-050-0765

oregonchildsupport.gov

1. INCOME

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		VERONICA	RAMIRO		
		Mother	Father		
1a	Income	\$ 1,577.33	\$ 1,577.33		
1b	Additions and subtractions				
	Add spousal support owed to the parent by anyone.	\$	\$		
	Subtract spousal support the parent owes to anyone.	\$	\$		
	Subtract mandatory union dues.	\$	\$		
	Subtract cost of the parent's own health insurance.	\$ 0.00	\$ 0.00		
	Income after additions and subtractions	\$ 1,577.33	\$ 1,577.33		
1c	Number of non-joint children	0	1		
	Enter the number of non-joint children for each parent.				
1d	Number of joint minor children	1		total	
	Include 18-year-olds attending high school and living with a parent.				
1e	Number of joint Children Attending School age 18 to 20	0		1	
	Exclude 18-year-olds attending high school and living with a parent.				
1f	Total number of children	1	2		
	Add the number of non-joint children (line 1c), the joint minor children (line 1d), and the joint Children Attending School (line 1e) for each parent.				
1g	Non-joint child deduction				
	Reference the <u>scale</u> using the parent's income after additions and subtractions (line 1b) and the parent's total number of children (line 1f). Divide the result by the total number of children and multiply by the number of non-joint children (line 1c).	\$ 0.00	\$ 214.00		
1h	Adjusted income				
	Subtract non-joint child deduction (line 1g) from income after additions and subtractions (line 1b). Add the parents' adjusted incomes and enter amount in the "total" column. If less than zero, enter \$0.	\$ 1,577.33	\$ 1,363.33	\$ 2,940.66	total
1i	Each parent's income share percentage				
	Each parent's adjusted income (line 1h) divided by the total.	53.64%	46.36%		
1j	Income available for support				
	Subtract the \$1135 self-support reserve from each parent's adjusted income (line 1h). If less than zero, enter \$0.	\$ 442.33	\$ 228.33		

2. BASIC SUPPORT OBLIGATION

2a	Basic support obligation (from obligation scale)			total	
	Reference the <u>scale</u> using the total adjusted income (line 1h) and the number of joint children (lines 1e+1d). Enter this amount in the "total" column.				
				\$ 550.00	
2b	Basic support obligation after self-support reserve	VERONICA	RAMIRO		
	Enter the lesser of: 1) basic support obligation (line 2a) multiplied by each parent's income share percentage (line 1i); or 2) the parent's income available for support (line 1j).	\$ 295.02	\$ 228.33		

3. CHILD CARE COSTS

		VERONICA	RAMIRO	caretaker
3a	Child care costs for joint children under 13 or disabled Enter the cost in the column of the parent or caretaker paying the cost. Costs may not exceed the Department of Human Services maximum rate.	\$ 0.00	\$ 0.00	\$
3b	Income available for child care costs Subtract each parent's basic support obligation (line 2b) from each parent's income available for support (line 1j).	\$ 147.31	\$ 0.00	
3c	Parents' shares of child care costs Multiply each parent's income share percentage (line 1i) by the total of all child care costs (line 3a) and enter the lesser of that amount or income available for child care costs (line 3b).	\$ 0.00	\$ 0.00	
3d	Support obligation after adding child care costs Add child care costs (line 3c) to the basic support obligation (line 2b).	\$ 295.02	\$ 228.33	

4. HEALTH CARE COVERAGE

		VERONICA	RAMIRO	
4a	Health care coverage costs for joint children Enter the amount each parent pays for health insurance premiums, even if \$0. Enter "none" if appropriate coverage is not available.	\$ None	\$ None	
4b	Income available for health care coverage Subtract support obligation after adding child care costs (line 3d) from income available for support (line 1j).	\$ 147.31	\$ 0.00	
4c	Reasonable cost for health care coverage Enter the lesser of each parent's income available for health care coverage (line 4b) or 4% of each parent's adjusted income (line 1h). Enter \$0 if the parent's income (line 1a) is at or below Oregon minimum wage. Round to the nearest dollar. Total the results under total .	\$ 0.00	\$ 0.00	\$ 0.00
4d	Determine whose coverage is available at a reasonable cost Compare each parent's health care coverage cost (line 4a) to the total reasonable cost amount (line 4c). Indicate by name who can provide coverage: neither parent, one parent, either parent, or both parents. Only include a parent with income at or below Oregon minimum wage if that parent's coverage is available at no cost.	Neither parent		
4e	Order health care coverage at a higher amount? Enter "yes" to find any available health care coverage reasonable in cost even though it exceeds the amount in line 4c. This may leave the parents with less than the self-support reserve (line 1j), but may not require a parent with income at or below Oregon minimum wage to pay. Update line 4d. Otherwise, enter "no".	No		
4f	Who will provide health care coverage? Select the parent(s) with coverage available at a reasonable cost (line 4d) who will provide coverage. Add the costs of the selected coverage from line 4a and enter the amount in the total column. If neither parent can provide coverage now, select "either parent when available" and enter \$0.	Either parent when available		\$ 0.00

4g	Parents' percentage share of health care coverage costs Divide each parent's reasonable cost for health care coverage by the total amount on line 4c.	0.00%	0.00%
4h	Each parent's share of health care coverage costs Multiply the total cost of health care coverage that will be ordered (line 4f) by each parent's percentage share of health care coverage costs (line 4g).	\$ 0.00	\$ 0.00
4i	Support obligation after adding health care coverage costs Add the support obligation after child care costs (line 3d) to each parent's share of health care coverage costs (line 4h).	\$ 295.02	\$ 228.33

5. CASH MEDICAL SUPPORT

		election y/n/c	
5a	Cash medical support election Enter "y" for yes if no appropriate health care coverage is available (line 4f) Cash medical will be included. Enter "n" for no if appropriate health care coverage is available or if a finding will be included in the order explaining why cash medical should not be included. Cash medical will be excluded Enter "c" for contingent if the obligated parent will pay cash medical support whenever the obligated parent does not provide health care coverage. Contingent cash medical will be included	y	
5b	Cash medical support amount If line 5a is "y", enter each parent's reasonable cost amount (line 4c). If line 5a is "n", enter \$0. If line 5a is "c", enter each parent's reasonable cost amount (line 4c).	<i>VERONICA</i>	<i>RAMIRO</i>
		\$ 0.00	\$ 0.00

6. CREDITS

		<i>VERONICA</i>	<i>RAMIRO</i>	<i>caretaker or agency</i>
6a	Average number of overnights (or equivalent) Enter each parent's and caretaker's average number of overnights with the joint minor children.	273	92	
6b	Parenting time credit percentage This is not the same as the percentage of parenting time. Determine the appropriate parenting time credit percentage as provided in <u>OAR 137-050-0730</u> using the average number of overnights (line 6a).	86.81%	13.19%	
6c	Parenting time credit Multiply the basic support obligation (line 2a) by the number of joint minor children (line 1d), divide by the number of joint children (lines 1d + 1e), and multiply by each parent's parenting time credit percentage (line 6b)	\$ 477.46	\$ 72.54	

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6d	Child care credit Enter each parent's child care costs (line 3a).	\$ 0.00	\$ 0.00
6e	Credit for health care coverage costs If health care coverage will be provided (line 4f), enter the health care coverage costs (line 4a) for each providing parent.	\$ 0.00	\$ 0.00
6f	Support after credits Subtract credits (lines 6c, 6d, and 6e) from the support obligation after adding health care coverage costs (line 4i) This amount may be less than zero	\$ (182.44)	\$ 155.79

7. WHO SHOULD PAY SUPPORT FOR MINOR CHILDREN?

		VERONICA	RAMIRO
7a	Minor children's portion of basic support obligation Divide each parent's portion of the basic support obligation (line 2b) by the total number of joint children (lines 1d + 1e) and multiply by the number of minor children (line 1d).	\$ 295.02	\$ 228.33
7b	Net obligation for minor children Add the minor children's portion of the basic support obligation (line 7a), each parent's share of child care costs (line 3c), and the minor children's portion of health care coverage costs (line 4h divided by total of lines 1d and 1e, multiplied by line 1d). Subtract parenting time credit (line 6c), child care credit (line 6d), and the minor children's portion of health care coverage costs credit (line 6e divided by total of lines 1d and 1e, multiplied by line 1d). May be less than zero.	\$ (182.44)	\$ 155.79
7c	Which parent(s) should pay support for minor children? Enter "Yes" in the column of the parent with the higher net support for minor children (line 7b). Enter "No" in the other parent's column. Enter "No" for both parents if the parents' line 7b figures are equal or there are no minor children (line 1d) If the children live with a caretaker or are in state care, enter "Yes" in both columns	No	Yes

8. MINIMUM ORDER; REDUCTION FOR BENEFITS PAID TO CHILD

		VERONICA	RAMIRO
8a	Total support payment obligation, including medical support To each parent's support obligation after credits (line 6f), add the greater of the health care coverage premium costs that will be ordered (line 6e) or cash medical support (line 5b)	\$ (182.44)	\$ 155.79
8b	Is there a need to apply an exception to the minimum order presumption? If line 8a is less than \$100 and the parent has an exception to the minimum order as provided in <u>OAR 137-050-0755</u> , enter "yes" in that parent's column. Otherwise, enter "no."	No	No
8c	Amount needed to meet minimum order If a parent has a total support payment obligation of less than \$100 (line 8a), and does not have an exception to the minimum order (line 8b), subtract line 8a from \$100. This is the increase needed to reach the \$100 minimum order. Otherwise, enter \$0	\$ 282.44	\$ 0.00

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8d	Cash child support obligation after minimum order Add amount needed to meet minimum order (line 8c) to support after credits (line 6f). But, if the parent should not pay support for minor children (line 7c), and there are no Children Attending School (line 1e), enter \$0. If less than zero, enter \$0	\$ 0.00	\$ 155.79
8e	Reduction for Social Security or veterans benefits Enter the amount of benefits paid to the joint child because of a parent's disability or retirement as provided in <u>OAR 137-050-0740</u> in the disabled or retired parent's column. If the parent is obligated to pay support, the support obligation will be reduced by this amount.	\$ 0.00	\$ 0.00
8f	Cash child support after Social Security or veterans benefits From cash child support after minimum order (line 8d), subtract reduction for Social Security or veterans benefits (line 8e). If less than zero, enter \$0.	\$ 0.00	\$ 155.79
8g	Remaining reduction to apply to cash medical support Enter the amount of Social Security or veterans benefits in excess of cash child support (line 8e minus line 8d) If less than zero, enter \$0.	\$ 0.00	\$ 0.00
8h	Cash medical support after Social Security or veterans benefits From cash medical support (line 5b), subtract remaining reduction for Social Security or veterans benefits (line 8g) If less than zero, enter \$0	\$ 0.00	\$ 0.00

9. FINAL SUPPORT AMOUNTS AND MEDICAL SUPPORT PROVISIONS

		VERONICA	RAMIRO
9a	Cash child support for minor children If the parent should pay support for minor children (line 7c), divide cash child support after Social Security or veterans benefits (line 8f) by the number of joint children (lines 1d + 1e) and multiply by the number of minor children (line 1d). Round to the nearest dollar. Otherwise, enter \$0	\$ 0.00	\$ 156.00
9b	Cash medical support for minor children If the parent should pay support for minor children (line 7c), divide the cash medical support amount after reductions (line 8h) by the number of joint children (lines 1d + 1e) and multiply by the number of minor children (line 1d) Round to the nearest dollar. Otherwise, enter \$0.	\$ 0.00	\$ 0.00
9c	Cash child support for Children Attending School Divide cash child support after Social Security or veterans benefits (line 8f) by the number of joint children (lines 1d + 1e) and multiply by the number of Children Attending School (line 1e) But, if the parent should not pay support for minor children (line 7c), enter the full amount from line 8f Round to the nearest dollar.	\$ 0.00	\$ 0.00
9d	Cash medical support for Children Attending School Divide the cash medical support amount after reductions (line 8h) by the number of joint children (lines 1d + 1e) and multiply by the number of Children Attending School (line 1e). Round to the nearest dollar. But, if the parent should not pay support for minor children (line 7c), enter the full amount from line 8h. Round to the nearest dollar.	\$ 0.00	\$ 0.00

9e	Total child support Add all cash child support and cash medical support (lines 9a-9d).	\$ 0 00	\$ 156.00
9f	Private health care coverage Who should be ordered to provide health care coverage? Enter the selection from line 4f.	Either parent when available	
9g	Reasonable cost for health care coverage Enter the "total" reasonable in cost amount from line 4c. But, if health care coverage will be ordered at a higher amount (line 4e) enter the greater of 1) the line 4c total, or 2) the line 4f total.	\$ 0.00	

10. AGREED SUPPORT AMOUNT (optional)

Only complete this section if the parties agree to a change in the support amount.
The parents may increase or decrease the support amount by up to 15%

		VERONICA	RAMIRO
10a	Maximum permitted change Multiply each parent's total adjusted child support (line 9e) by 0.15.	\$ 0 00	\$ 23 40
10b	Amount of agreed change to child support obligation (+/-)	\$	\$
10c	Actual percentage change Divide the amount of agreed change (line 10b) by total child support (line 9e)		
10d	Agreed cash child support obligation for minor children Increase or decrease line 9a by the actual percentage change (line 10c). Round to the nearest dollar	\$	\$
10e	Agreed cash medical support obligation for minor children Increase or decrease line 9b by the actual percentage change (line 10c). Round to the nearest dollar	\$	\$
10f	Agreed cash child support obligation for Children Attending School Increase or decrease line 9c by the actual percentage change (line 10c). Round to the nearest dollar.	\$	\$
10g	Agreed cash medical support obligation for Children Attending School Increase or decrease line 9d by the actual percentage change (line 10c). Round to the nearest dollar	\$	\$
10h	Total agreed child support Add all agreed cash child support and cash medical support (lines 10d-10g)	\$	\$

PARENTING TIME WORKSHEET
OAR 137-050-0730

Use this worksheet to help determine the average parenting time overnights when calculating child support for more than one child and there are different parenting time amounts for each child.

Enter the number of parenting time overnights (based on a two-year average) each party has with each child. A party can be a parent, a caretaker, or the state if the child is in state care.

For help calculating parenting time under a parenting plan, see the Parenting Plan Calculator at oregonchildsupport.gov/calculator/parenting_time

Include a Child Attending School age 18, living with a parent, and attending high school. Do not include any other Child Attending School.

Children's names	Overnights		
	VERONICA	RAMIRO	
RAMIRO JR	273	92	0
a Total the number of overnights for each party	273	92	
b Enter the total number of minor children	1		
c Divide the total number of overnights for each party (line a) by the total number of children (line b). This is the party's average parenting time overnights for the minor children	273	92	

EXHIBIT 2
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_ Verified Correct Copy of Original 1/29/2015._

Verified Correct Copy of Original Initial 1/29/2015...

The monthly guideline support amount for VERONICA is:

Support for the minor children	\$ <u>0.00</u>
Support for the children attending school	\$ <u>0.00</u>
Cash medical support	\$ <u>0.00</u>
Private health care coverage for the children not to exceed \$ <u>0.00</u> any time it becomes available	

The total monthly guideline support amount is: \$ 0.00

The monthly guideline support amount for RAMIRO is:

Support for the minor children	\$ <u>156.00</u>
Support for the children attending school	\$ <u>0.00</u>
Cash medical support	\$ <u>0.00</u>
Private health care coverage for the children not to exceed \$ <u>0.00</u> any time it becomes available	

The total monthly guideline support amount is: \$ 156.00