

Cause No. D-1-GN-61-121012

Filed in The District Court
of Travis County, Texas

MAR 11 2011 BP

At 3:29 P.M.
Amalia Rodriguez-Mendoza, Clerk

Travis County Civil District Courts

**Standing Orders
and
Local Procedures**

Family Law

CHAPTER 1

SETTINGS OF FAMILY LAW CASES

Published by Court Administrator pursuant to Section 2.4, Travis County
"Standing Orders and Local Procedures" for Family Law

1.1. Dockets

There are two dockets: Central Docket and Family Docket.

1.2. Heard by District Judges and Associate Judges

District Judges and Associate Judges shall hear matters that are set on the Family Docket.

1.3. Long Docket Cases Filed Prior to January 1, 2005

All longer than ½ day settings (except *de novo's*) in causes of action filed before January 1, 2005 shall be set on the Central Docket on non-jury Mondays at 9:00 a.m.

1.4. Long Docket Cases Filed After January 1, 2005

All longer than ½ day settings in causes of action filed on or after January 1, 2005 shall be set on the Family Docket on any Monday at 8:30 a.m.

1.5. Short Docket Settings

All shorter than ½ day settings (regardless of when cause of action was filed) shall be set on the Family Docket at 8:30 a.m. on any Wednesday, Thursday, or Friday.

1.6. Continuances

Continuances for settings on the Family Docket shall be at a 9:00 a.m. "walk-in docket" on Friday of each week. Continuances of longer than ½ day merits settings shall be heard the Friday one week before the setting. All others shall be heard the Friday before the next week setting.

1.7. Family Law Jury Trials

All family law jury trials will be set on the Central Docket.

1.8. Termination Case Settings

All termination merits trials will be set on the Central Docket.

1.9. De Novo Settings

All new *de novo's* will be set on the Family Docket.

CHAPTER 2

PROCEEDINGS BEFORE ASSOCIATE JUDGES IN FAMILY LAW CASES

2.1 Pursuant to statute, the District Courts have appointed Associate Judges to hear certain matters specified by these Rules and by these Rules do refer such matters to the Associate Judges.

2.2 An Associate Judge may hear all matters relating to suits over which the District Courts have jurisdiction under TEX. FAM. CODE. ANN. Titles 1, 4 and 5.

2.3 Objections to Associate Judges.

(a) A party may file an objection to the assignment of an Associate Judge to hear any trial on the merits. A trial on the merits is any trial in which a party seeks a final adjudication from which an appeal may be taken to a Court of Appeals. The objection must be in writing. The time for filing an objection shall be:

- (1) on or before ten days from receipt of a notice of setting on the Associate Judges' docket;
- (2) on or before the day a setting before a Judge is requested by the party seeking a hearing; or
- (3) on or before ten days from receipt of notice that a Judge referred a specific case to an Associate Judge for a trial on the merits.

(b) A person filing an objection shall deliver a copy of the objection to all parties and to the Court Administrator on the same day the objection is filed with the District Clerk. The Court Administrator shall remove any trial on the merits from the Associate Judges' docket after an objection is filed.

(c) A party may file a motion to have any other matter heard originally before a Judge instead of an Associate Judge. The motion must be in writing and must specify the grounds in support of the motion. The party filing the motion must set the motion for hearing by a Judge with notice to all parties as required by the applicable rules of civil procedure.

2.4 Matters set before an Associate Judge will be set on the days and times reflected on the docket schedule published by the Court Administrator from time to time, and may include specialty dockets such as uncontested terminations of parental rights, adoptions and confirmations of foreign adoptions, and Domestic Relations Office cases, child protection cases, and County Attorney family violence cases. The current docket schedule may be obtained from the Court Administrator. Notice of the locations of the docket calls and hearings will be posted each day on the bulletin board on the first and third floors of the courthouse.

2.5 Any person requesting a *de novo* hearing before a Judge shall also deliver a copy of the request to the Court Administrator on the same day that the request is filed with the District Clerk.

CHAPTER 3

PRE-TRIAL PROCEDURE IN FAMILY LAW CASES

3.1 Standing Pre-Trial and Discovery Order

The District Courts have determined that the following procedures are necessary for the orderly disposition of certain family law matters, and the following rules govern pre-trial procedures and discovery in all divorce cases, suits affecting the parent-child relationship, and suits to modify orders affecting the parent-child relationship. The term "party" as used below includes a party's counsel of record.

3.2 Application for TRO and other *Ex parte* Orders

(a) The parties in any divorce suit or suit affecting the parent-child relationship filed in Travis County are subject to the Travis County Standing Order regarding Children, Property and Conduct of Parties. This order may be found on the Travis County website at www.co.travis.tx.us. Any request for injunctive relief in family law cases that is not covered by provisions of the Travis County Standing Order regarding Children, Property and Conduct of Parties must be supported by affidavit of the Applicant.

(b) A party presenting any application for an *ex parte* order shall at the time the application is presented certify in writing to the Court that:

- (1) to the best of the applicant's knowledge, the party against whom relief is sought is not represented by counsel in the matter made the basis of the suit in which the *ex parte* relief is sought; or
- (2) if the opposing party is represented by counsel in that matter, that (i) opposing counsel has been notified of the application and does not wish to be heard by the Court thereon; or (ii) that counsel presenting the application has diligently attempted to notify such counsel and has been

unable to do so and the circumstances do not permit additional efforts to give notice.

(c) A party presenting any application for an *ex parte* order shall at the time the application is presented fully advise the Court of the circumstances, particularly as to whether there has been any previous application for the same or similar relief or whether the relief sought will conflict with any previous order.

3.3 Pre-Trial Procedure Before a Final Trial on the Merits

Before the final trial on the merits in any divorce suit, suit affecting the parent-child relationship, or suit to modify an order affecting the parent-child relationship, each party shall prepare and deliver pre-trial forms and any amended pleadings as follows:

(1) Forms Required Depend on Type of Suit and Issue at Trial

(a) In a divorce suit, each party shall prepare and deliver a Proposed Property Division in the form prescribed by these procedures, fully completed and signed by the party, or a single agreed Proposed Property Division, signed by both parties.

(b) In any suit requiring a determination of child support or spousal maintenance, each party shall prepare and deliver a Proposed Support Decision in the form prescribed by these procedures, fully completed and signed by the party, or single agreed Proposed Support Decision signed by both parties.

(c) In any suit requiring a determination of conservatorship, or possession and access to a child, each party shall prepare and deliver a Proposed Parenting Plan, pursuant to TEX.FAM.CODE.ANN. §153.603, fully completed and signed by the party, or single agreed Proposed Parenting plan, signed by both parties. The form

parenting plan posted on the Travis County website at

www.co.travis.tx.us is acceptable, and other forms may also be acceptable.

(d) In any suit subject to Section 3.3, each party shall also prepare and deliver a Proposed Disposition of Other Issues, which shall state separately in brief complete sentences each trial decision that is sought by the party that is not covered by the Proposed Property Division or Proposed Support Decision or Proposed Parenting Plan.

(2) Where to File

Each party shall file the required forms with the District Clerk and deliver a copy to the opposing party.

(3) When to File - (Effective May 1, 2010)

- a. Each party shall file the required pre-trial forms and any amendment to pleadings before 5:00 p.m. on the Monday two weeks before the week of the trial setting. (The Rule 166 Standing Order in Family Law Cases alters the pleading deadline in Rule 63.)
- b. Amendments to pre-trial forms and amendments to pleadings may be filed after the deadline above only upon leave of court, which leave shall be granted unless there is a showing that the filing will operate as a surprise to the opposite party.

3.4 Pre-Trial Procedure Before a Temporary or Interim Orders Hearing

Before any hearing on temporary or interim orders in any divorce suit, suit affecting the parent-child relationship, or suit to modify an order affecting the parent-child relationship, each party shall prepare and deliver pre-trial forms as follows:

(1) Forms Required Determined by Issues at Hearing

In a hearing to determine child support or spousal maintenance, each party shall prepare and deliver and Proposed Support Decision in the form prescribed by these rules, fully completed.

(2) To Whom Form Is Delivered

Each party shall deliver the required form to the opposing party and to the Judge hearing the case.

(3) When Form Is Delivered

Each party shall deliver the required form before the case is called for hearing.

3.5 Not Required In DRO, DFPS, AG or County Attorney Protective Order Hearings

Pre-trial forms are not required for any hearing where the Travis County Domestic Relations Office, the Texas Department of Family and Protective Services, the Texas Attorney General's Office or the County Attorney Protective Order Division appear.

3.6 No Extensions or Waivers by Court Administrator or by Agreement

The Court Administrator is not authorized to extend the time for delivering pretrial forms. The parties may not by agreement waive or modify the provisions or requirements of these rules.

3.7 Use as Evidence

Subject to applicable rules of evidence, the pre-trial forms required by these rules may be used during the trial or hearing and may be marked as exhibits and offered in evidence.

3.8 Consequences for Failure to Comply

(1) All Parties Fail to Comply

If all parties in a case fail to deliver pre-trial forms as required by these rules, the case will be moved to the bottom of the list of cases set for the same time and will be heard only after all announced cases are heard and only if time permits.

(2) A Party Fails to Comply

If it appears that any party in a case failed to deliver pre-trial forms as required by these rules, the Court shall conduct a pre-trial conference if requested and notice is given by any party, or the Court may conduct a pre-trial conference on its own motion. The Court may impose one or more of the sanctions authorized by TEX. R. CIV. PROC. 215 against any party or attorney responsible for such failure.

(3) Issues Waived

All issues not stated in pre-trial forms as required by these procedures will be deemed waived except upon a showing of good cause for failure to comply with these rules.

3.9 No Limitation on Texas Rules of Civil Procedure

These rules shall not be construed as a substitute for, or as any limitation on, any pre-trial or discovery provision(s) pursuant to the Texas Rules of Civil Procedure.

**TRAVIS COUNTY DISTRICT CLERK'S
FILE NO. 121,012
(LOCAL RULES AND GENERAL ORDERS)**

**TRAVIS COUNTY STANDING ORDER REGARDING CHILDREN, PROPERTY AND
CONDUCT OF THE PARTIES**

No party to this lawsuit has requested this order. Rather, this order is a standing order of the Travis County District Courts that applies in every divorce suit and every suit affecting the parent-child relationship filed in Travis County. The District Courts of Travis County have adopted this order because the parties and their children should be protected and their property preserved while the lawsuit is pending before the court. Therefore, it is ORDERED:

1. **NO DISRUPTION OF CHILDREN.** Both parties are ORDERED to refrain from doing the following acts concerning any children who are subjects of this case:

- 1.1 Removing the children from the State of Texas, acting directly or in concert with others, without the written agreement of both parties or an order of this Court.
- 1.2 Disrupting or withdrawing the children from the school or day-care facility where the children are presently enrolled, without the written agreement of both parents or an order of this Court.
- 1.3 Hiding or secreting the children from the other parent or changing the children's current place of abode, without the written agreement of both parents or an order of this Court.
- 1.4 Disturbing the peace of the children.

2. **CONDUCT OF THE PARTIES DURING THE CASE.** Both parties are ORDERED to refrain from doing the following acts:

- 2.1 Using vulgar, profane, obscene, or indecent language, or a coarse or offensive manner, to communicate with the other party, whether in person, by telephone, or in writing.
- 2.2 Threatening the other party in person, by telephone, or in writing to take unlawful action against any person.
- 2.3 Placing one or more telephone calls, at an unreasonable hour, in an offensive or repetitious manner, without a legitimate purpose of communication, or anonymously.
- 2.4 Opening or diverting mail addressed to the other party.

3. **PRESERVATION OF PROPERTY AND USE OF FUNDS DURING DIVORCE CASE.** If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

- 3.1 Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties.

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Christine E. ...
DISTRICT CLERK
TRAVIS COUNTY, TEXAS

- 3.2 Misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any property of one or both of the parties.
- 3.3 Damaging or destroying the tangible property of one or both of the parties, including any document that represents or embodies anything of value.
- 3.4 Tampering with the tangible property of one or both of the parties, including any document that represents or embodies anything of value, and causing pecuniary loss to the other party.
- 3.5 Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of either party, whether personal property or real estate property, and whether separate or community, except as specifically authorized by this order.
- 3.6 Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by this order.
- 3.7 Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.
- 3.8 Spending any sum of cash in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.
- 3.9 Withdrawing or borrowing in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account, except as specifically authorized by this order.
- 3.10 Signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable instrument payable to the other party without the personal signature of the other party.
- 3.11 Taking any action to terminate or limit credit or charge cards in the name of the other party.
- 3.12 Entering, operating, or exercising control over the motor vehicle in the possession of the other party.
- 3.13 Discontinuing or reducing the withholding for federal income taxes on wages or salary while this suit is pending.
- 3.14 Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or other contractual services, such as security, pest control, landscaping, or yard maintenance at the other party's residence or in any manner attempting to withdraw any deposits for service in connection with such services.

4. **PERSONAL AND BUSINESS RECORDS IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

- 4.1 Concealing or destroying any family records, property records, financial records, business records or any records of income, debts, or other obligations.
- 4.2 Falsifying any writing or record relating to the property of either party.
- 4.3 "Records" include e-mail or other digital or electronic data, whether stored on a computer hard drive, diskette or other electronic storage device.

5. **INSURANCE IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

- 5.1 Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on the life of either party, except as specifically authorized by this order.
- 5.2 Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or the parties' children.
- 5.3 Canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property of persons including the parties' minor children.

6. **SPECIFIC AUTHORIZATIONS IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are specifically authorized to do the following:

- 6.1 To engage in acts reasonable and necessary to the conduct of that party's usual business and occupation.
- 6.2 To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.
- 6.3 To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation and medical care.
- 6.4 To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

7. **SERVICE AND APPLICATION OF THIS ORDER.**

7.1 The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition. At the time the petition is filed, if the Petitioner has failed to attach a copy of this order to the petition and any copy of the petition, the Clerk shall ensure that a copy of this order is attached to the petition and every copy of the petition presented.

7.2 This order is effective upon the filing of the original petition and shall remain in full force and effect as a temporary restraining order for fourteen days after the date of the filing of the original petition. If no party contests this order by presenting evidence at a hearing on or before fourteen days after the date of the filing of the original petition, this order shall continue in full force and effect as a temporary injunction until further order of the court. This entire order will terminate and will no longer be effective once the court signs a final order.

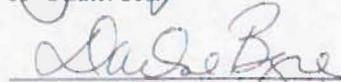
8. **EFFECT OF OTHER COURT ORDERS.** If any part of this order is different from any part of a protective order that has already been entered or is later entered, the protective order provisions prevail. Any part of this order not changed by some later order remains in full force and effect until the court signs a final decree.

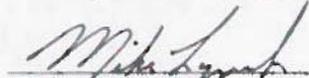
9. **PARTIES ENCOURAGED TO MEDIATE.** The parties are encouraged to settle their disputes amicably without court intervention. The parties are encouraged to use alternative

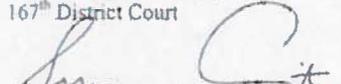
dispute resolution methods, such as mediation, to resolve the conflicts that may arise in this lawsuit.

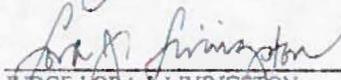
THIS TRAVIS COUNTY STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES SHALL BECOME EFFECTIVE ON JANUARY 1, 2005.

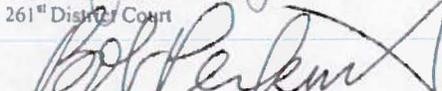

JUDGE SCOTT H. JENKINS
23rd District Court

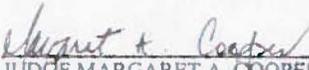

JUDGE DARLENE BYRNE
126th District Court

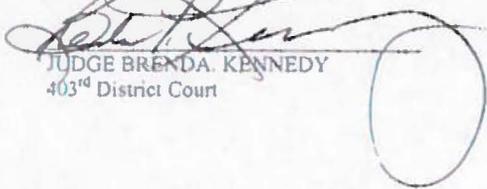

JUDGE MIKE LYNCH
167th District Court


JUDGE SUZANNE COVINGTON
201st District Court


JUDGE LORA F. LIVINGSTON
261st District Court


JUDGE BOB PERKINS
331st District Court


JUDGE MARGARET A. COOPER
353rd District Court

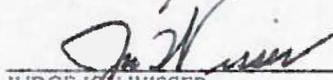

JUDGE BRENDA KENNEDY
403rd District Court

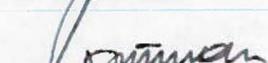

JUDGE W. JEANNE MEURER
98th District Court

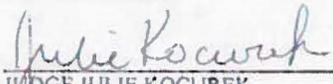

JUDGE WILFORD FLOWERS
147th District Court


JUDGE PAUL DAVIS
200th District Court


JUDGE JOHN K. DIETZ
250th District Court


JUDGE JON WISSER
299th District Court


JUDGE PATRICK KEEL
345th District Court


JUDGE JULIE KOCUREK
390th District Court

CHAPTER 4

FAMILY LAW CHILD AND SPOUSAL SUPPORT ORDER

4.1 (1) Place of Payment.

All child support payments ordered pursuant to any Title IV-D court order shall be paid directly to the Texas Child Support State Disbursement Unit, P.O. Box 659791, San Antonio, Texas, 78265-9791.

All non-Title IV-D child support payments ordered on or after January 1, 1994, in which the court has ordered in the underlying order that payments be made through income withholding shall be paid directly to the Texas Child Support State Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791.

(2) DRO as Registry.

All other child support payment and all spousal support payments shall be paid through the Travis County Domestic Relations Office, P.O. Box 1495, Austin, Texas 78767.

The Travis County Domestic Relations Office is hereby designated as the Registry of the Court for all District Courts for the purpose of receiving all spousal support and for any child support paid to the Domestic Relations Office according to the provision of this section; for the maintenance of records of child support payments; for the distribution of child support payments made pursuant to this section as required by law; and for the custody of official child support payment records.

(3) Duty to Establish Account.

At the time any spousal or child support is ordered, except payments ordered pursuant to a Title IV-D Agency court order or decree, the party who is to receive the support must provide to the Domestic Relations Office a "Request To Establish An Account" containing the information required by that office. After the order or decree is signed,

such party shall deliver to the Domestic Relations Office a signed copy of the order or decree.

CHAPTER 5

ADOPTIONS AND TERMINATIONS

- 5.1 (a) The District Clerk will maintain the files, docket sheets, and minutes as confidential records:
- (1) In every suit in which the petition includes a prayer seeking adoption of a child;
 - (2) In every suit in which any authorized agency seeks termination of the parent-child relationship.
- (b) In all other suits seeking termination but not adoption, the files, docket sheets, and minutes will not be confidential or sealed unless otherwise ordered by the Court.
- (c) All pre-adoptive social study reports and post-placement adoptive social study reports will be maintained as confidential records.
- 5.2 The District Courts have determined that the following procedures concerning the preparation of pre-adoptive social study reports and post-placement adoptive social study reports, and the appointments of guardians *ad litem*, and the referral of certain hearings to Associate Judges are necessary for the orderly disposition of suits seeking termination of the parent child relationship or adoption, or both. These procedures are subject to any order that may be made in a particular case.
- 5.3 (a) In every suit in which the petitioner seeks to terminate a parent-child relationship or seeks to adopt a child, the Clerk and the petitioner shall forward a copy of the petition as soon as practicable to the

Manager of the Family Court Services Unit of the Travis County Domestic Relations Office (Family Court Services Manager).

- (b) In each suit seeking adoption of a child placed for adoption by the Texas Department of Family and Protective Services (the Department), the pre-adoptive social study and post-placement adoptive social study report shall be made by the Department.
- (c) In each suit brought by a child placing agency (other than the Texas Department of Family and Protective Services) that seeks to terminate the parent-child relationship, and in each suit that seeks adoption of a child placed by a child placing agency, the child placing agency shall prepare the pre-adoptive social study and post-placement adoptive social study report.
- (d) In every other suit seeking termination of the parent-child relationship or adoption of a child in which the Texas Family Code requires the preparation of any social study, the Family Court Services Manager shall prepare the pre-adoptive social study report (if required) and post-placement adoptive social study report (if required). The Domestic Relations Office may designate private providers to prepare the pre-adoptive social study and post-placement adoptive social study report. The fees for preparation of a pre-adoptive social study and post-placement adoptive social study report shall be paid as directed by the Family Court Services Manager.
- (e) In every termination suit in which the Texas Family Code does not require the preparation or filing of a pre-adoptive social study report, the Family Court Services Manager shall file with the District Clerk a letter report stating that he or she has reviewed the pleadings filed in the suit, describing his or her investigation, and reporting his or her findings and recommendations.

- (f) In any case, any party or the Family Court Services Manager may request the appointment of the Family Court Services Manager as guardian *ad litem*, or the court on its own motion may appoint a guardian *ad litem*.
- (g) In any case, the Family Court Services Manager may request that the case is set for trial or pretrial hearing.

5.4 Each pre-adoptive social study and post-placement adoptive social study report made pursuant to Section 5.3 (d) shall be prepared according to criteria established by the Family Court Services Manager under the supervision of the District Judges.

5.5 In every termination suit, except those brought by the Texas Department of Family and Protective Services, and in all adoption suits, the petitioner shall file a completed pretrial information form with the District Clerk and serve a copy on the Family Court Services Manager fourteen days before the final hearing. Petitioner's Pretrial Form in Suit for Termination and Adoption posted on the Travis County website at www.co.travis.tx.us is acceptable.

5.6 The District Courts hereby refer to the Associates Judges all hearings in uncontested, agreed, and default termination and/or adoption suits, to be heard on days and times reflected on the docket schedule published from time to time by the Court Administrator. Parties and attorneys shall not present final orders in termination and/or adoption suits at the District Judges' Uncontested Docket, unless the orders have been "Recommended" by an Associate Judge.

Date/Time of Hearing: _____

Guardian or Attorney ad Litem: _____

Telephone: _____

NOTE: THIS FORM MUST BE FILED IN THE DISTRICT CLERK'S OFFICE A MINIMUM OF 14 DAYS PRIOR TO HEARING.

Opposing Counsel: _____

Telephone: _____

CAUSE NO. D-1-FM- _____

IN THE INTEREST OF

§
§
§
§
§

IN THE DISTRICT COURT

_____ JUDICIAL DISTRICT

TRAVIS COUNTY, TEXAS

PETITIONER'S PRETRIAL FORM
IN SUIT FOR TERMINATION AND/OR ADOPTION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW _____, Petitioner(s), and

respectfully file(s) this pretrial form with the Court and would show the Court the following:

TYPE OF PROCEEDING:

_____ Adoption Only
Date child(ren) placed in home _____

_____ Termination only

_____ Termination and adoption
Date child(ren) placed in home _____

CHECK ALL THAT ARE APPLICABLE:

_____ Relative
_____ Step-parent
_____ Grandparent
_____ Other _____

_____ CPS

_____ Agency _____

_____ Foreign
_____ Recognition/Registration
_____ (Re)Adoption

_____ Other Private _____
_____ ICWA (Indian Child Welfare Act, U.S.C.A. Title 25)
_____ Title IV-D / Office of the Attorney General (§§161.206[d][2])

I hereby certify that the following documents are on file in this cause:

161.206[d][1]) _____ Written confirmation from BVS re: court of continuing jurisdiction (§§ 155.101,
_____ Birth Certificate(s) for child(ren)

If termination, check as applicable:

_____ Affidavit of Relinquishment of Parental Rights (§ 161.103)
_____ Mother
_____ Father
_____ Affidavit of Status (§ 161.105) (for cases filed prior to 9-1-2007)
_____ Affidavit of Waiver of Interest (§ 161.106)
If more than one, indicate number _____
_____ Certificate of Paternity Registry Search (§ 161.109)
_____ Medical History Report (§§ 161.1031, 161.2021)
_____ Pre-Adoptive Social Study (aka Home Screening) (§§ 107.0519[c][1], 107.054)
(for adoption cases and termination cases in which a person other than a parent may be appointed managing conservator)
_____ Letter Report from DRO Family Services Manager required by Travis County
Local Rules (for cases in which Texas Family Code does not require pre-adoptive social study)

If adoption, check as applicable:

162.003) _____ Pre-Adoptive Social Study (aka Home Screening) (§§ 107.0519, 107.054; §
_____ Post-Placement Adoptive Social Study (§§ 107.052, 107.054; § 162.003)
_____ Combined Pre-Adoptive & Post-Placement Adoptive Social Study (if
applicable) (§ 107.0519[g], §162.003)
_____ ICPC Affidavit of Compliance (Subchapter B) (§§ 162.002, 162.101 et seq.)
_____ Criminal History Report(s) (§ 162.0085)
_____ FBI
_____ State
_____ Central Registry (CPS)
_____ Consent to Adopt by Managing Conservator (§§ 162.010[a])

_____ Consent to Adopt by Child 12 Years of Age or Older (§ 162.010[c])

_____ HSEGH Report (§§ 162.005, 162.007, 162.008[a], [b][1])
_____ Certificate from BVS (§162.008[b][2])

_____ Order(s) of Termination/Death Certificates

If applicable:

_____ Citation by Publication Verification (§ 102.010; TRCP 109, 114, 117))

_____ Statement of Evidence (TRCP 244)

_____ Petitioner's Sworn Affidavit of Due Diligence to Locate (§§ 161.002[e], [f])

_____ AG (Title IVD) Consent

_____ Certificate of Last Known Address (default judgment) (TRCP 239[a])

_____ Other _____

Respectfully submitted,

Attorney for Petitioner(s)
SBN _____
Telephone _____
Fax _____

CHAPTER 6

FAMILY LAW SHOW CAUSE ORDERS

6.1 Show Cause Orders

Every Show Cause order for a hearing set on the Family Law Docket must be on a separate page and must contain the following language:

"It is ordered that the Clerk shall issue notice to Respondent, _____, to appear, and said Respondent is hereby ordered to appear, by reading the dockets posted on the first and third floor of the Travis County Courthouse, 1000 Guadalupe, Austin, Texas and thereafter reporting to the courtroom of the District Judge or Associate Judge to whom the posted case is assigned, on the ____ day of _____, 20__, at _____ .m."

6.2 Notice of Hearings.

Only Notices of Hearing for Temporary Orders that require appearance prior to answer day are required to be signed by a Judge.

CAUSE NO. D-1-FM-_____

IN THE MATTER OF
THE MARRIAGE OF

IN THE DISTRICT COURT

PETITIONER
AND

RESPONDENT
AND IN THE INTEREST OF

____ JUDICIAL DISTRICT

CHILD/REN

TRAVIS COUNTY, TEXAS

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PARENTING PLAN

Sections 153.602 and 153.603, Texas Family Code

(Check One)

- Agreed by Both Parents for Temporary Orders
- Proposed by Mother for Temporary Orders
- Proposed by Father for Temporary Orders
- Agreed by Both Parents for Final Judgment
- Proposed by Mother for Final Judgment
- Proposed by Father for Final Judgment

PARENTS

(Fill in all lines)

Mother's name:

Mother's address:

Mother's phone number:

Mother's e-mail address:

Father's name:

Father's address:

Father's phone number:

Father's e-mail address:

ATTORNEYS

(Fill in all lines)

Mother's attorney's name:

Mother's attorney's address:

Mother's attorney's phone number:

Mother's attorney's fax number:

Mother's attorney's bar card number

Father's attorney's name:

Father's attorney's address:

Father's attorney's phone number:

Father's attorney's fax number:

Father's attorney's bar card number

Amicus attorney's name:

Amicus attorney's address:

Amicus attorney's phone number:

Amicus attorney's fax number:

Amicus attorney's bar card number

CHILDREN

(List starting with oldest child and ending with youngest child)

	Name	Date of Birth	Home State
1			
2			
3			
4			
5			
6			
	<i>(Attach another page for additional children)</i>		

CONSERVATORSHIP

(Check one)

Mother and Father are appointed Joint Managing Conservators

OR

_____ *(Specify Mother or Father)* is appointed Sole Managing Conservator and

_____ *(Specify Mother or Father)* is appointed Possessory Conservator.

AT ALL TIMES, Mother and Father shall each have the following rights (Sections 153.073, Texas Family Code):

1. The right to receive information from any other conservator of the child/ren concerning the health, education, and welfare of the child/ren.
2. The right to confer with the other parent to the extent possible before making a decision concerning the health, education and welfare of the child/ren.
3. The right of access to medical, dental, psychological, and educational records of the child/ren.
4. The right to consult with a physician, dentist, or psychologist of the child/ren.

5. The right to consult with school officials concerning the child/ren's welfare and educational status, including school activities.
6. The right to attend school activities.
7. The right to be designated on the child/ren's records as a person to be notified in case of an emergency.
8. The right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child/ren.
9. The right to manage the estates of the child/ren to the extent the estates have been created by the parent or the parent's family.

AT ALL TIMES, Mother and Father shall each have the following duties (Section 153.076, Texas Family Code)

1. The duty to inform the other conservator of the child/ren in a timely manner of significant information concerning the health, education, and welfare of the child/ren.
2. The duty to inform the other conservator of the child/ren if the conservator resides with for at least 30 days, marries, or intends to marry a person who the conservator knows (1) is registered as a sex offender under Chapter 62, Code of Criminal Procedure, or (2) is currently charged with an offense for which on conviction the person would be required to register under that chapter. The notice required to be made must be made as soon as practicable but not later than the 40th day after the date the conservator of the child/ren begins to reside with the person or the 10th day after the date the marriage occurs, as appropriate. 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. A conservator commits an offense if the conservator fails to provide notice in the manner required.

DURING THEIR RESPECTIVE PARENTING TIMES Mother and Father shall have the following rights and duties (Section 153.074, Texas Family Code):

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

The parent who has the right to designate the primary residence of the children shall (*Check one*)

- maintain the child/ren's primary residence within Travis County
- maintain the child/ren's primary residence within Travis County or any county contiguous to it
- maintain the child/ren's primary residence within the following geographic area
- maintain the child/ren's primary residence within _____ miles of _____
- have the right to designate the child/ren's primary residence without regard or restriction to geographic location

MOTHER AND FATHER SHALL SHARE THE FOLLOWING RIGHTS AND DUTIES, enumerated in Section 153.132, Texas Family Code, in the manner indicated below *(Check as applicable for each right)*

Mother Exclusively	Father Exclusively	By Joint Agreement Of Both Parents	Independently Exercised By Each Parent	
		No	No	The right to designate the primary residence of the child/ren
		No	No	The right to receive and give receipt for periodic payments for the support of the child/ren and to hold or disburse these funds for the benefit of the child/ren
				The right to consent to medical, dental and surgical treatment of the child/ren involving invasive procedures
				The right to consent to psychiatric and psychological treatment of the child/ren
				The right to represent the child/ren in legal action and to make other decisions of substantial legal significance concerning the child/ren
				The right to consent to marriage and to enlistment in the armed forces of the United States
				The right to make decisions concerning the child/ren's education
				The right to the services and earnings of the child/ren
				Except when a guardian of the child/ren's estate or a guardian or attorney ad litem has been appointed for the child/ren, the right to act as an agent of the child/ren in relation to the child/ren's estate if the child/ren's action is required by a state, the United States or a foreign government
				The duty to manage the estates of the child/ren to the extent the estates have been created by community property or the joint property of the parents

CHILD SUPPORT

_____ (Specify Mother or Father) shall pay child support to _____
(Specify Mother or Father)

(Check one below)

- Monthly \$ _____ each month beginning _____
and continuing on the _____ day of each month thereafter
- Semi-monthly \$ _____ two times each month beginning _____
and continuing on the _____ and _____ days of each month thereafter
- Every two weeks \$ _____ every two weeks beginning _____
and continuing on the alternate _____ thereafter
- Weekly \$ _____ every week beginning _____
and continuing each _____ thereafter

All child support payments shall be paid through the Texas Child Support State Disbursement Unit, P. O. Box 659791, San Antonio, Texas 78265-9791.

The party entitled to receive the support shall establish an account at the Travis County Domestic Relations Office, P. O. Box 1495, Austin, Texas 78767 (Location: 1010 Lavaca St, Austin, Texas).

Income withholding order
(check one)

- will be signed by court and served on employer
- will be signed by court but will not be served on employer unless child support payments are delinquent

To be reduced as follows: (Complete as applicable)

- \$ _____ when any one child is no longer eligible to receive child support
- \$ _____ when any two children are no longer eligible to receive child support
- \$ _____ when any three children are no longer eligible to receive child support
- \$ _____ when any four children are no longer eligible to receive child support
- \$ _____ when any five children are no longer eligible to receive child support
- \$ _____ when any six children are no longer eligible to receive child support

(Attach another page for additional reductions)

HEALTH INSURANCE AND EXPENSES

_____ (Specify Mother or Father) shall provide health insurance for the child/ren

(Check one)

by carrying health insurance on the child/ren through his/her own employment; if health insurance is not available through his/her own employment, then by reimbursing the other party for health insurance available through the other party's employment; if health insurance is not available through either party's employment, then by obtaining private health insurance; if he/she fails to meet this obligation, then the other party may obtain health insurance for the child/ren and shall have the right to be reimbursed by the party responsible for providing medical insurance

OR

by reimbursing the other party for carrying health insurance on the child/ren

Uninsured medical expenses to be paid as follows:

If the health-care expenses are incurred by using a HMO or PPO plan, or in an emergency, or with the written agreement of the other party,

_____ % by the party providing the insurance
_____ % by the other party

Except in an emergency or if the other party agreed in writing, if a party incurs health-care expenses for the child by using the services of health-care providers not employed by the HMO or approved by the PPO:

_____ % by the party incurring the services
_____ % by the other party

If a party provides health insurance for the child through an HMO or a PPO that does not provide coverage for the child where the child resides or have network providers in the area where the child resides:

_____ % by the party providing the insurance
_____ % by the other party

If the child is enrolled in a health-care plan that is not an HMO or a PPO:

_____ % by the party providing the insurance
_____ % by the other party

PARENTING TIME WITH CHILDREN (INCORPORATING STANDARD POSSESSION ORDER IN SECTIONS 153.311 – 153.317, TEXAS FAMILY CODE, AND ALLOWING FOR VARIATIONS)

“Party A” is the parent who has the exclusive right to designate the child/ren’s residence, in this case the
(Check one)

- Mother
- Father.

“Party B” is the other parent.

“School” means the primary or secondary school in which the child is enrolled, or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

Party A is ordered to surrender the children to Party B at the beginning of each period of Party B's possession. Party B shall pick up the child/ren (Check one)

- at the residence of Party A
- at the residence of Party B
- at the following location: _____

If a period of possession begins at the time the child/ren's school is regularly dismissed, Party B shall pick up the child/ren (Check one)

- at the child/ren’s school
- at the location where the school bus takes the child/ren
- at the following after-school care location: _____

Or, if school is not in session on that day, at the following location:

at the following time: _____

If the child/ren will not be in school on that day, Party A shall notify Party B in advance.

Party B is ordered to return the children to Party A at the end of each period of Party B's possession. Party B shall return the child/ren to Party A (Check one)

- at the residence of Party A
- at the residence of Party B

- at the following location: _____
If Party A and Party B live in the same county at the time a decree is entered and party B remains in the county but Party A moves out of the county, then beginning on the date Party A moves, Party B shall return the child/ren
- at the residence of Party A
 - at the residence of Party B
 - at the following location _____

If a period of possession ends at the time the child/ren's school resumes, Party B shall deliver the child/ren (*Check one*)

- to school in time for the beginning of the child/ren's school day
- to Party A's residence at following time: _____

Or, if school is not in session on that day, to the following location: _____

at the following time: _____

If the child/ren will not be delivered to school on that day, Party B shall inform Party A that the child/ren will not be delivered to school and the reason.

If a child brings personal effects from one party's residence to another, the party where the personal effects were brought (*Check one*)

- is ordered to ensure that the child returns to the other party's residence with the personal effects that were brought,
- need not ensure that the child returns to the other party's residence with the personal effects that were brought.

Either party may designate any competent adult to pick up and return the child/ren, as applicable. A party or a designated competent adult shall be present when the child/ren is/are picked up or returned. A party

- may
- may not

designate (*specify person*) _____ to pick up or return the child/ren.

A party shall give notice to the other party in possession of the child/ren on each occasion that the party will be unable to exercise the right of possession for any specified period. Repeated failure of a party to give notice of an inability to exercise possessory rights may be considered as a factor in a modification of those possessory rights.

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

PARTY A AND PARTY B SHALL HAVE POSSESSION OF THE CHILD/REN AT ANY AND ALL TIMES MUTUALLY AGREED TO IN ADVANCE BY THE PARTIES AND, IN THE ABSENCE OF MUTUAL AGREEMENT, SHALL HAVE POSSESSION OF THE CHILD/REN AS SET OUT HEREIN.

PARTY A SHALL HAVE THE RIGHT OF POSSESSION OF THE CHILD AT ALL OTHER TIMES NOT SPECIFICALLY DESIGNATED FOR PARTY B.

**IF PARTY A AND PARTY B RESIDE 100 MILES OR LESS APART,
POSSESSION SHALL BE AS FOLLOWS:**

- WEEKENDS** Party B shall have the right to possession of the child/ren on weekends throughout the year beginning at
 - 6 p.m.

- the time the child/ren's school is regularly dismissed
 - _____ p.m.
- on the first, third, and fifth Fridays of each month and ending at
 - 6 p.m. on the following Sunday
 - _____ p.m. on the following Sunday
 - the time that school resumes on the following Monday
- WEEKEND EXTENDED BY HOLIDAY** If a weekend period of possession of Party B coincides with a school holiday during the regular school term or with a federal, state, or local holiday during the summer months when school is not in session, the weekend period of possession shall begin, if applicable, at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.
- on the Thursday immediately preceding the Friday holiday or school holiday and shall end, if applicable, at
 - 6 p.m. on the Monday holiday or school holiday
 - _____ p.m. on the Monday holiday or school holiday
 - the time the child/ren's school resumes after the Monday holiday or school holiday.
- THURSDAYS** Party B shall have the right to possession of the child/ren on Thursdays of each week during the regular school term beginning at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.
- and ending at
 - 8 p.m. on Thursday
 - _____ p.m. on Thursday
 - the time the child/ren's school resumes on the following Friday

The following provisions govern possession of the child/ren for vacations and specific holidays, and supercede conflicting weekend and Thursday or regular weekday periods of possession.

- FIRST PART OF CHRISTMAS HOLIDAY AND CHRISTMAS DAY** Party B shall have possession of the child/ren in even-numbered years beginning at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.
- on the day the child/ren is/are dismissed from school for the Christmas school vacation and ending at noon on December 28, and Party A shall have possession for the same period in odd-numbered years.
- SECOND PART OF CHRISTMAS HOLIDAY** Party B shall have possession of the child/ren in odd-numbered years beginning at noon on December 28 and ending at
 - 6 p.m. on the day before school resumes
 - _____ p.m. on the day before school resumes
 - the time that school resumes
- after that vacation, and Party A shall have possession for the same period in even-numbered years.
- THANKSGIVING** Party B shall have possession of the child/ren in odd-numbered years beginning at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.
- on the day the child/ren is/are dismissed from school before Thanksgiving and ending at
 - 6 p.m. on the following Sunday
 - _____ p.m. on the following Sunday
 - the time that school resumes
- after that vacation, and Party A shall have possession for the same period in even-numbered years.

SPRING VACATION Party B shall have possession of the child/ren in even-numbered years beginning at

- 6 p.m.
- the time the child/ren's school is regularly dismissed
- _____ p.m.

on the day the child/ren is/are dismissed from school for the school's spring vacation and ending at

- 6 p.m. on the day before school resumes
- _____ p.m. on the day before school resumes
- the time that school resumes

after that vacation, and Party A shall have possession for the same period in odd-numbered years.

SUMMER FOR PARTY B If Party B gives Party A written notice by April 1 of each year specifying an extended period or periods of summer possession, Party B shall have possession of the child/ren for 30 days beginning not earlier than the day after the child/ren's school is dismissed for the summer vacation and ending not later than seven days before school resumes at the end of the summer vacation, to be exercised in not more than two separate periods of at least seven consecutive days each. If Party B does not give Party A written notice by April 1 of each year specifying an extended period or periods of summer possession, Party B shall have possession of the child/ren for 30 consecutive days beginning at 6 p.m. on July 1 and ending at 6 p.m. on July 31.

PARTY A'S VISIT DURING PARTY B'S SUMMER If Party A gives Party B written notice by April 15 of each year, Party A shall have possession of the child/ren on one weekend beginning Friday at 6 p.m. and ending at 6 p.m. on the following Sunday during one extended period of summer possession by Party B; provided, however, that Party A picks up the child/ren from Party B and returns the child/ren to that same place.

SUMMER FOR PARTY A If Party A gives Party B written notice by April 15 of each year or gives Party B 14 days' written notice on or after April 16 of each year, Party A may designate one weekend beginning not earlier than the day after the child/ren's school is dismissed for the summer vacation and ending not later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by Party B will not take place; provided that the weekend designated does not interfere with Party B's period or periods of extended summer possession or with Father's Day if Party B is the father of the child/ren.

CHILD/REN'S BIRTHDAY The party not otherwise entitled under this order to present possession of a child on the child's birthday shall have possession of the child

- (*check if desired*) and the child's minor siblings

beginning

- at 6 p.m. on that day
- at _____ .m. on that day

and ending at

- 8 p.m. on that day,
- at _____ .m. on that day

provided that that party picks up the child/ren from the residence of the party entitled to possession and returns the child/ren to that same place.

FATHER'S DAY The father shall have possession of the child/ren beginning at

- 6 p.m. on the Friday preceding Father's Day
- (*time*) _____ .m. and (*day*) _____

and ending at

- 6 p.m. on Father's Day
- (*time*) _____ .m. and (*day*) _____

provided that, if he is not otherwise entitled under this order to present possession of the child/ren, he picks up the child/ren from the residence of the party entitled to possession and returns the child/ren to that same place.

MOTHER'S DAY The mother shall have possession of the child/ren beginning at

FORM PARENTING PLAN Revised 1-2008

- 6 p.m. on the Friday preceding Mother's Day
- (time) _____ .m. and (day) _____

and ending at

- 6 p.m. on Mother's Day
- (time) _____ .m. and (day) _____

provided that, if she is not otherwise entitled under this order to present possession of the child/ren, she picks up the child/ren from the residence of the party entitled to possession and returns the child/ren to that same place.

**IF PARTY A AND PARTY B RESIDE OVER 100 MILES APART,
POSSESSION SHALL BE AS FOLLOWS:**

- WEEKENDS** Party B shall have the right to possession of the child/ren on weekends throughout the year beginning at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.
 on the first, third, and fifth Fridays of each month and ending at
 - 6 p.m. on the following Sunday
 - _____ p.m. on the following Sunday
 - the time that school resumes on the following Monday

Party B may elect this alternative option: If Party B gives written notice to Party A within 90 days after the conservators begin to reside more than 100 miles apart, Party B shall have possession of the child/ren for one weekend per month of Party B's choice, beginning at 6 p.m. or the time the child/ren's school is regularly dismissed on the day school recesses for the weekend and ending at 6 p.m. on the day before school resumes or at the time that school resumes after the weekend. Party B must give Party A fourteen days' written or telephonic notice preceding a designated weekend.

- WEEKEND EXTENDED BY HOLIDAY** If a weekend period of possession of Party B coincides with a school holiday during the regular school term or with a federal, state, or local holiday during the summer months when school is not in session, the weekend period of possession shall begin, if applicable, at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.
 on the Thursday immediately preceding the Friday holiday or school holiday and shall end, if applicable, at
 - 6 p.m. on the Monday holiday or school holiday
 - _____ p.m. on the Monday holiday or school holiday
 - the time the child/ren's school resumes after the Monday holiday or school holiday

The following provisions govern possession of the child/ren for vacations and specific holidays, and supercede conflicting weekend and Thursday or regular weekday periods of possession.

- FIRST PART OF CHRISTMAS HOLIDAY AND CHRISTMAS DAY** Party B shall have possession of the child/ren in even-numbered years beginning at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.
 on the day the child/ren is/are dismissed from school for the Christmas school vacation and ending at noon on December 28, and Party A shall have possession for the same period in odd-numbered years.
- SECOND PART OF CHRISTMAS HOLIDAY** Party B shall have possession of the child/ren in odd-numbered years beginning at noon on December 28 and ending at
 - 6 p.m. on the day before school resumes
 - _____ p.m. on the day before school resumes
 - the time that school resumes

after that vacation, and Party A shall have possession for the same period in even-numbered years.

- THANKSGIVING** Party B shall have possession of the child/ren in odd-numbered years beginning at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.

on the day the child/ren is/are dismissed from school before Thanksgiving and ending at

- 6 p.m. on the following Sunday
- _____ p.m. on the following Sunday
- the time that school resumes

after that vacation, and Party A shall have possession for the same period in even-numbered years.

- SPRING VACATION** Party B shall have possession of the child/ren each year beginning at
 - 6 p.m.
 - the time the child/ren's school is regularly dismissed
 - _____ p.m.

on the day the child/ren is/are dismissed from school for the school's spring vacation and ending at

- 6 p.m. on the day before school resumes
- _____ p.m. on the day before school resumes
- the time that school resumes

after that vacation.

- SUMMER FOR PARTY B** If Party B gives Party A written notice by April 1 of each year specifying an extended period or periods of summer possession, Party B shall have possession of the child/ren for 42 days beginning not earlier than the day after the child/ren's school is dismissed for the summer vacation and ending not later than seven days before school resumes at the end of the summer vacation, to be exercised in not more than two separate periods of at least seven consecutive days each. If Party B does not give Party A written notice by April 1 of each year specifying an extended period or periods of summer possession, Party B shall have possession of the child/ren for 42 consecutive days beginning at 6 p.m. on June 15 and ending at 6 p.m. on July 27.

- PARTY A'S VISIT DURING PARTY B'S SUMMER** If Party A gives Party B written notice by April 15 of each year, Party A shall have possession of the child/ren on one weekend beginning on Friday at 6 p.m. and ending at 6 p.m. on the following Sunday during one extended period of summer possession by Party B; if an extended period of summer possession by Party B exceeds 30 days, Party A may have possession of the child/ren on two nonconsecutive weekends during that time period; further provided that Party A picks up the child/ren from Party B and returns the child/ren to that same place.

- SUMMER FOR PARTY A** If Party A gives Party B written notice by April 15 of each year, Party A may designate 21 days beginning not earlier than the day after the child/ren's school is dismissed for the summer vacation and ending not later than seven days prior to school resuming at the end of the summer vacation, to be exercised in not more than two separate periods of at least seven consecutive days each, during which Party B shall not have possession of the child/ren; provided that the period or periods so designated do not interfere with Party B's period or periods of extended summer possession or with Father's Day if Party B is the father of the child/ren.

- CHILD/REN'S BIRTHDAY** The party not otherwise entitled under this order to present possession of a child on the child's birthday shall have possession of the child

- (check if desired)* and the child's minor siblings

beginning

- at 6 p.m. on that day
- at _____ m. on that day

and ending at

- 8 p.m. on that day,
- at _____ m. on that day

provided that that party picks up the child/ren from the residence of the party entitled to possession and returns the child/ren to that same place.

AGREEMENT OF PARTIES
(All parties and attorneys sign below)

We have agreed to the foregoing parenting plan and request the court to make the plan an order of the court.

Signature of Mother

Signature of Mother's Attorney

Signature of Father

Signature of Father's Attorney

Signature of Amicus Attorney

IDENTITY THEFT WARNING

UPON FILING, THESE DOCUMENTS ARE SCANNED AND RECORDED ELECTRONICALLY. THEY ARE AVAILABLE FOR VIEWING BY THE GENERAL PUBLIC. DO NOT INCLUDE COMPLETE BANK ACCOUNT NUMBERS, CREDIT CARD ACCOUNT NUMBERS, SOCIAL SECURITY NUMBERS, OR OTHER INFORMATION WHICH COULD RESULT IN HARM TO THE PARTIES IF MISAPPROPRIATED.

OPPOSING ATTY. _____

PHONE NO. _____

CAUSE NO. _____

IN THE MATTER OF
THE MARRIAGE OF

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

_____ COUNTY, TEXAS

AND

_____ JUDICIAL DISTRICT

PROPOSED DISPOSITION OF ISSUES

TO THE HONORABLE JUDGE OF SAID COURT:

_____, _____, would ask the Court to make the following disposition of all issues incident to this Divorce and would testify in court under oath that the attached information is true and correct.

Respectfully submitted,

ATTORNEY FOR _____

PHONE NO. _____

CAUSE NO. _____
 IN THE MATTER OF § IN THE DISTRICT COURT OF
 THE MARRIAGE OF §
 §
 _____ § _____ COUNTY, TEXAS
 §
 AND §
 §
 _____ § _____ JUDICIAL DISTRICT

PROPOSED PROPERTY DIVISION

TO THE HONORABLE JUDGE OF SAID COURT:

_____, _____, hereby presents

to the Court the following proposed division of property.

Community Property Division

Property	Fair Secured Market Value	Debt Balance	To Wife Net Value	To Husband Net Value
1. _____	\$ _____	\$ _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____	\$ _____	\$ _____
5. _____	\$ _____	\$ _____	\$ _____	\$ _____
6. _____	\$ _____	\$ _____	\$ _____	\$ _____
7. _____	\$ _____	\$ _____	\$ _____	\$ _____
8. _____	\$ _____	\$ _____	\$ _____	\$ _____
9. _____	\$ _____	\$ _____	\$ _____	\$ _____
10. _____	\$ _____	\$ _____	\$ _____	\$ _____
11. _____	\$ _____	\$ _____	\$ _____	\$ _____
12. _____	\$ _____	\$ _____	\$ _____	\$ _____
13. _____	\$ _____	\$ _____	\$ _____	\$ _____
14. _____	\$ _____	\$ _____	\$ _____	\$ _____
15. _____	\$ _____	\$ _____	\$ _____	\$ _____
16. _____	\$ _____	\$ _____	\$ _____	\$ _____
17. _____	\$ _____	\$ _____	\$ _____	\$ _____
18. _____	\$ _____	\$ _____	\$ _____	\$ _____
19. _____	\$ _____	\$ _____	\$ _____	\$ _____
20. _____	\$ _____	\$ _____	\$ _____	\$ _____
21. _____	\$ _____	\$ _____	\$ _____	\$ _____
22. _____	\$ _____	\$ _____	\$ _____	\$ _____
23. _____	\$ _____	\$ _____	\$ _____	\$ _____
24. _____	\$ _____	\$ _____	\$ _____	\$ _____
25. _____	\$ _____	\$ _____	\$ _____	\$ _____

Property	Fair Secured Market Value	Debt Balance	To Wife Net Value	To Husband Net Value
26.	\$	\$	\$	\$
27.	\$	\$	\$	\$
28.	\$	\$	\$	\$
29.	\$	\$	\$	\$
30.	\$	\$	\$	\$
31.	\$	\$	\$	\$
32.	\$	\$	\$	\$
33.	\$	\$	\$	\$
34.	\$	\$	\$	\$
35.	\$	\$	\$	\$
36.	\$	\$	\$	\$
37.	\$	\$	\$	\$
38.	\$	\$	\$	\$
39.	\$	\$	\$	\$
40.	\$	\$	\$	\$
41.	\$	\$	\$	\$
42.	\$	\$	\$	\$
43.	\$	\$	\$	\$
44.	\$	\$	\$	\$
45.	\$	\$	\$	\$
46.	\$	\$	\$	\$
47.	\$	\$	\$	\$
48.	\$	\$	\$	\$
49.	\$	\$	\$	\$
50.	\$	\$	\$	\$
51.	\$	\$	\$	\$
52.	\$	\$	\$	\$
53.	\$	\$	\$	\$
54.	\$	\$	\$	\$
55.	\$	\$	\$	\$
56.	\$	\$	\$	\$
57.	\$	\$	\$	\$
58.	\$	\$	\$	\$
59.	\$	\$	\$	\$
60.	\$	\$	\$	\$
61.	\$	\$	\$	\$
62.	\$	\$	\$	\$
63.	\$	\$	\$	\$
64.	\$	\$	\$	\$
65.	\$	\$	\$	\$
TOTAL COMMUNITY PROPERTY	\$	\$	\$	\$

LESS UNSECURED COMMUNITY DEBTS:

<u>CREDITOR</u>	<u>Debt Balance</u>	<u>To Wife Net Value</u>	<u>To Husband Net Value</u>
1. _____	\$ _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____	\$ _____
5. _____	\$ _____	\$ _____	\$ _____
6. _____	\$ _____	\$ _____	\$ _____
7. _____	\$ _____	\$ _____	\$ _____
8. _____	\$ _____	\$ _____	\$ _____
9. _____	\$ _____	\$ _____	\$ _____
10. _____	\$ _____	\$ _____	\$ _____
11. _____	\$ _____	\$ _____	\$ _____
12. _____	\$ _____	\$ _____	\$ _____
13. _____	\$ _____	\$ _____	\$ _____
14. _____	\$ _____	\$ _____	\$ _____
15. _____	\$ _____	\$ _____	\$ _____
16. _____	\$ _____	\$ _____	\$ _____
17. _____	\$ _____	\$ _____	\$ _____
18. _____	\$ _____	\$ _____	\$ _____
19. _____	\$ _____	\$ _____	\$ _____
20. _____	\$ _____	\$ _____	\$ _____
21. _____	\$ _____	\$ _____	\$ _____
22. _____	\$ _____	\$ _____	\$ _____
23. _____	\$ _____	\$ _____	\$ _____
24. _____	\$ _____	\$ _____	\$ _____
25. _____	\$ _____	\$ _____	\$ _____
26. _____	\$ _____	\$ _____	\$ _____
27. _____	\$ _____	\$ _____	\$ _____
28. _____	\$ _____	\$ _____	\$ _____
29. _____	\$ _____	\$ _____	\$ _____
30. _____	\$ _____	\$ _____	\$ _____
31. _____	\$ _____	\$ _____	\$ _____
32. _____	\$ _____	\$ _____	\$ _____
33. _____	\$ _____	\$ _____	\$ _____
34. _____	\$ _____	\$ _____	\$ _____
35. _____	\$ _____	\$ _____	\$ _____
TOTAL COMMUNITY DEBTS	\$ _____	\$ _____	\$ _____
NET COMMUNITY	\$ _____	\$ _____	\$ _____

SEPARATE PROPERTY OF WIFE

SEPARATE PROPERTY OF HUSBAND

IN THE MATTER OF
THE MARRIAGE OF

AND

CAUSE NO. _____
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

COUNTY, TEXAS

JUDICIAL DISTRICT

PROPOSED DISPOSITION OF OTHER ISSUES

(D) STATUTORY NET RESOURCES DEDUCTIONS ALLOWED PER MONTH:

- (1) Income tax withholding for a single person claiming one personal exemption and standard deduction \$ _____
- (2) FICA (Social Security) \$ _____
- (3) Health insurance attributable to child(ren) \$ _____
- (4) Union dues \$ _____

STATUTORY NET RESOURCES DEDUCTIONS ALLOWED PER MONTH

\$ _____ (D)

(E) STATUTORY NET RESOURCES PER MONTH. SUBTRACT (D) FROM

\$ _____ (E)

(A).

(F) TOTAL MONEY NEEDED PER MONTH BY ME AND MINOR CHILD(REN) LIVING WITH ME. For items which are not paid monthly, express the amount as a monthly average.

- (1) Rent or house payment \$ _____
 - (2) real property taxes (omit if part of house payment) \$ _____
 - (3) Residence maint. (repairs, yard) \$ _____
 - (4) Insurance - home or renters (omit if part of house payment) \$ _____
 - (5) Utilities - Gas \$ _____
 - (6) Utilities - Electric and water \$ _____
 - (7) Telephone (incl. avg. long dist.) \$ _____
 - (8) Utilities - Garbage service \$ _____
 - (9) Groceries and household items \$ _____
 - (10) Meals away from home \$ _____
 - (11) School lunches \$ _____
 - (12) Dental and orthodontia \$ _____
 - (13) Medical and prescriptions \$ _____
 - (14) Laundry and dry cleaning \$ _____
 - (15) Car payment \$ _____
 - (16) Gas and vehicle maintenance \$ _____
 - (17) Clothing and Shoes \$ _____
 - (18) Insurance - Car \$ _____
 - (19) Insurance - Life \$ _____
 - (20) Insurance - Health (omit if payroll deduction) \$ _____
 - (21) Child care \$ _____
 - (22) Children's activities \$ _____
 - (23) Entertainment \$ _____
 - (24) Haircuts \$ _____
 - (25) Cable TV and newspaper \$ _____
 - (26) Total monthly payments on debts (list below at G and only show total here) \$ _____
 - (27) Support or alimony payments to other persons \$ _____
 - (28) Other (specify): \$ _____
- _____ TOTAL MONEY NEEDED PER MONTH \$ _____

(G) TOTAL MONTHLY PAYMENTS ON DEBTS:

Description Of Debt	Balance Now Owed	Date of Final Payment	Amount of Monthly Payment
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL MONTHLY PAYMENTS ON DEBTS \$ _____ (G)

(H) DIFFERENCE BETWEEN MONEY RECEIVED AND MONEY NEEDED
SUBTRACT (F) FROM (C) \$ _____ (H)

(I) STATUTORY PRESUMED CHILD SUPPORT - MULTIPLY (E) BY THE
GUIDELINE PERCENTAGE _____% \$ _____ (I)

I, _____, would testify under oath in open court that the foregoing information is true and correct. I understand that at such a court hearing I may be required to prove these amounts by testimony and by records such as pay vouchers, cancelled checks, receipts, and bills.

SIGNED this _____ day of _____, 20____.

Signature of Party

I intend to ask the court to set support at \$ _____ per month.

SIGNED this _____ day of _____, 20____.

Signature of Party or Attorney

CHAPTER 7

STANDARD DISCOVERY IN FAMILY LAW CASES

- 7.1** Attached is the Standard Set of Discovery for use in Family Law cases. These Rules shall create a presumption that the matters requested are discoverable. This presumption may be rebutted on a showing of good cause.
- 7.2** Notwithstanding Section 7.1, parties shall not be prohibited from seeking other discoverable information, as appropriate.
- 7.3** Use of the Standard Set of Discovery is not mandatory.

Basic Set

Request for Production and Inspection

TO: [OPPOSING], by and through [his/her] attorney of record [atty].

Pursuant to the Texas Rules of Civil Procedure, you are requested to produce for inspection the items in the attached Exhibit A. The items are to be produced for inspection at _____, at _____ o'clock _____ m. on _____, 200____. If any of the data, information, documents, or tangible things exist in electronic or magnetic form, we request production of those items in electronic or magnetic form in its native format.

Rule 192.3(b), Texas Rules of Civil Procedure, requires production of documents "within the person's possession, custody or control." Possession, custody or control includes constructive possession such that the person need not have actual physical possession. As long as the person has a superior right to compel the production from a third party (including an agency, authority or representative), the person has possession, custody or control.

The term "documents" is defined below. If a category of documents discloses requested information, you are requested to produce all documents within your possession, custody or control in each such category for the period designated in the request.

Definitions

As used in the attached Exhibit A, the following definitions shall apply:

"Document" means any kind of graphic or printed matter, typewritten, hand-written, electronically or magnetically stored, and include all other data or information, however produced, reproduced, or stored, and includes at least all of the following categories of documents:

- a. Periodic statements of account furnished by a financial institution of any kind;
- b. Documents of title, including deeds, certificates of title, etc.;
- c. Tax returns and forms, including forms W-2, K-1, 1099, SSA-1099, SSA-7005 ("Social Security Statement") and 1098;
- d. Pay statements, stubs and vouchers;
- e. Contracts, agreements and policy contracts;
- f. Closing statements on the purchase or sale of an asset;

- g. Promissory notes and other debt instruments;
 - h. Security instruments, such as a deed of trust or pledge agreement;
 - i. Appraisals of any sort;
 - j. Summaries, including brochures, of any benefit plan, agreement or policy;
- and
- i. Correspondence which sets forth, varies or discusses the terms of any of the foregoing documents.
2. "You" and "Your" shall mean [OPPOSING PARTY]. In the context of ownership (e.g., in the phrase, "owned by you" or "which you own"), "You" shall include each of the following:
- a. Anything titled in your name or any variation of your name;
 - b. Anything over which you have signature authority;
 - c. Anything you claim to own;
 - d. Anything titled in another person's name but held for your benefit; and
 - e. Anything held by another person for your benefit; and
 - f. Anything located in or on any land or building which you own, lease or otherwise have the right to use or control.
3. "Person" includes natural persons and all other legal entities.

Documents Requested

1. Real Property: Documents disclosing all interests in real estate, legal or equitable, owned by You and/or [CLIENT] during the preceding one-year period, including all leasehold interests, future interests, and other interests.
2. Mineral Interests: Documents disclosing all oil, gas, or other mineral interests in which You and/or [CLIENT] owns or has owned an interest, legal or equitable, within the last one year.
3. Cash and Accounts with Financial Institutions: For the preceding one-year period, documents disclosing all accounts and deposits which are owned or held by You and/or [CLIENT].
4. Cancelled Items: For the preceding one-year period, all canceled checks, deposit slips, transfer memos, check registers, withdrawal slips and receipts, and other canceled items on all accounts and deposits in any financial institution which are held by you and/or [CLIENT].

5. Brokerage/Mutual Fund Accounts and Publicly Traded Stocks, Bonds, and Other Securities: Documents disclosing all ownership, disposition, agreements concerning, and/or transactions affecting all stocks, bonds, debentures, mutual funds, or other capital equity investments or securities in which You and/or [CLIENT] owns, or has owned, an interest, legal or equitable, within the last one year.

6. Life Insurance and Annuities: Documents disclosing all annuities and policies of life insurance owned by, or insuring the life of, and/or providing benefits to You, [CLIENT], and/or [CHILD], and any changes or proposed changes to the beneficiaries.

7. Motor Vehicles, Boats, Airplanes, Cycles, etc.: Documents disclosing all ownership of all motorized vehicles, boats, and/or other means of transportation in which You and/or [CLIENT] owns or has owned an interest, legal or equitable, within the last one year.

8. Money Owed to You and/or [CLIENT]: Documents disclosing all notes receivable, accounts receivable, prepayments, credits, and/or other amounts receivable in which You and/or [CLIENT] has or has had an interest, legal or equitable, within the last year.

9. Tangible Personal Property: Documents disclosing all items of tangible personal property having an estimated value of \$1,000 or greater in which You and/or [CLIENT] currently owns an interest, legal or equitable.

10. Livestock: Documents disclosing or revealing all livestock currently owned by You and/or [CLIENT].

11. Club Memberships, Frequent User Plans, Etc.: Documents disclosing all ownership or membership by You and/or [CLIENT] in any club, association, frequent flyer and/or other mileage or hotel club, or other organization, and documents reflecting the value of that interest.

12. Intellectual or Other Intangible Property: Documents disclosing all intellectual property and other intangible property in which You and/or [CLIENT] owns or has owned an interest in the preceding one year.

13. Lawsuits, Claims, Etc.: Documents that disclose all lawsuits, claims of any kind (e.g., property damage, personal injury, economic claims) and/or other contingent assets in which You and/or [CLIENT], and/or [CHILD] has or has had an interest in the preceding year.

14. Safe Deposit Boxes and Storage Facilities: Documents disclosing all safe deposit boxes or storage facilities held in the name of You and/or [CLIENT], alone or jointly with any other person or entity, or in which You and/or [CLIENT] has an interest, entrance authority, or access.

15. Credit Card and Charge Accounts: Documents that disclose all charges and payments in the preceding year on all credit cards and charge accounts held in the name of You and/or [CLIENT], and/or all accounts over which You or [CLIENT] has authority.

16. Debts in General: Documents that disclose all debts owed by You and/or [CLIENT].

17. Guaranties: Documents that disclose all guaranties by You and/or [CLIENT] of the debt or obligation of another.

18. Separate Property Claims: Documents disclosing the identity and basis of all separate property claims which may be asserted by You or [CLIENT], including how and when the property was acquired and the source of funds to purchase the property (if applicable), and disclosing the value of the separate property.

19. Separate Liabilities: Documents disclosing the identity and basis of all separate liability claims which may be asserted by You or [CLIENT], including how and when the liability was incurred, and disclosing the amount of the separate liability.

20. Reimbursement and Economic Contribution Claims. Documents that disclose all reimbursement and economic contribution claims which any marital estate may have against any other marital estate. (As used in this Request, "marital estate" includes the community estate of the parties and each party's separate estate.)

21. Children's Property: Documents disclosing all property of \$1,000 value or greater owned by or on behalf of [CHILD].

22. Assets Held for Benefit of Another: Documents disclosing all property held in trust or for the benefit of any other person or entity by You and/or [CLIENT].

23. Employment Status: Documents disclosing all agreements with employers, applications for employment, and correspondence related to employment for You covering the preceding year.

24. Licenses: Documents disclosing the status of all professional or occupational licenses held by You.

25. Resume: A copy of your most current resume.

26. Earnings and Other Receipts: Documents disclosing all money received by, paid to, and/or paid on behalf of You and/or [CLIENT] during the preceding one-year period, including overtime compensation and severance pay.

27. Bonuses: Documents disclosing all bonuses to be paid or expected to be paid to you.

28. Stock Options: Documents disclosing all stock options, whether vested or not, owned, exercised, transferred, or assigned by You and/or [CLIENT] within the last five years.

29. Retirement Benefits: Documents disclosing the type, value, contributions, administrators, and/or loan status of all pension, profit sharing, deferred compensation, employee

stock ownership, individual retirement account, IRA/SEP, Keogh, retirement, 401(k), and/or other retirement and/or employee benefit plan in which You and/or [CLIENT] has or has had an interest, whether vested or contingent, within the preceding one year.

30. Deferred Compensation, Disability and Other Fringe Benefits: Documents disclosing all other forms of deferred compensation and/or disability benefits and/or other fringe benefits.

31. Barter. Documents disclosing all goods and services earned or received by You and/or [CLIENT] in exchange for services performed, goods transferred, or work done by You and/or [CLIENT] for the preceding one year.

32. Tax Returns, Communications, Payments, and Refunds: All tax returns filed by or on behalf of You and/or [CLIENT] during the preceding three years, and communications to and from the Internal Revenue Service relating to filed or to-be-filed returns.

33. Un-Filed Tax Returns and Payments: Documents disclosing all payments made by You and/or [CLIENT] for tax returns not yet filed, and documents reflecting all estimated tax payments for returns not yet filed.

34. Health Insurance: Documents disclosing all health and dental insurance in effect and/or available for You, [CLIENT], and/or [CHILD]. [e.g. summary of benefits, insurance card, etc.]

35. Estate Planning: All estate planning documents currently in effect by or for You and/or [CLIENT], and any such documents which were superseded or modified by current documents within the past one year.

36. Wills: All Wills wherein You and/or [CLIENT] are named beneficiary, trustee, and/or executor.

37. Gifts and Loans: For the time period covering the preceding one-year period, documents disclosing all gifts and/or loans over the amount of \$100 value made by You to a person other than [CLIENT] and/or [CHILD], or made to You by a person other than [CLIENT].

38. Litigation Expenses: Documents disclosing employment by You, or on your behalf, of all attorneys, accountants, appraisers, and/or other professionals or experts in reference to this cause, and documents reflecting all fees and costs incurred related to this cause.

39. Proposed Support Decision: Your Proposed Support Decision in the form prescribed by the Travis County Local Rules.

Requests in Child Cases

1. Support Orders. Court orders requiring you to pay or entitling you to receive spousal maintenance, alimony, or child support.
2. Social Security Benefits. Documents that relate to benefits the child[ren] are entitled to receive or have received from the Social Security Administration within the past year.
3. Trust Property. Documents pertaining to any property or accounts being held by any person in trust for the children, including custodial accounts.
4. Other Property. Documents which pertain to any property (other than trusts) owned by [children].
5. Religious Considerations. If you believe religion is a relevant issue in this cause, documents pertaining to your and/or the children's religious training and activities, whether formal or informal, including without limitation religious beliefs, activities, church, church affiliations, religious holidays, and religious ceremonies.
6. Telephone Bills. Itemized bills for telephone, cellular phone and long distance for the past year.
7. Health Records. Records pertaining to the [children]'s physical health, including without limitation the diagnosis, examination, and treatment of physical illnesses, physical problems, routine health and dental care, dental problems, routine physicals, physical therapy, handicaps and/or other physical conditions, pertaining to the past year.
8. Prescriptions. Records of any prescriptions written for you in the past year.
9. Educational Records. Records pertaining to the [child's] education, including, but not limited to, transcripts, report cards, attendance and tardiness records, evaluations, test scores, completion certificates and other school records, pertaining to the current school year and the last full completed school year
10. Communications. Letters, email, and/or other correspondence within the past year between you and the [children].
11. Diaries, Etc. Diaries, calendars, journals, appointment books and other writings created by you within the past year and relevant to the parent-child relationship.
12. TDFPS Communications. Documents disclosing or revealing communications between you and the Texas Department of Family and Protective Services or any other governmental agency concerning [CHILD].