The Colorado Child Support Worksheet

Valuable details follow below, but the top points to remember:

1. If you are doing a modification of child support, or establishing support, a support calculation worksheet, signed by the parties, must be attached to the agreement.
2. Write clearly enough for someone else (the court or CSS) to be able to read what you wrote.
3. Proofread what you write- the parties should, but don't, and then call JCM (for example because the agreement reads $50 instead of $500).
4. JCMS never files paperwork with the court. If the parties have a CSS case, and the original of an agreement is left in the JCMS file, we will forward the agreement to CSS, who can file it with the court, free of charge to the parties.
5. Parenting plans should always state the bottom line- how many overnights a year the non-custodial parent has. If the non-custodial parent has less than 93 overnights per year, those overnights will not impact the child support calculation.
6. The help buttons on the child support worksheet are actually helpful.
7. Child support is due on the first day of the month. Include a start date in the agreement: The parties agree August 1, 2011 is the start date of the new child support amount.
7. Agreements about arrearages should always state how much is due as of the last day of a specific month and year: The parties agree the arrearage is $562 as of July 31, 2011.

General Information

When doing agreements for people who have a case through Jeffco Child Support Services (Jeffco CSS), the payments must always been made through the Family Support Registry (FSR). FSR is not the court, CSS, or JCMS. It is a clearinghouse that logs in payments and forwards them to the obligee (the party receiving the money). If the parties decide not to send payments through FSR, CSS will withdraw from the case. If the parties do not have a case through CSS, it is still a very good idea to use FSR, as that limits arguments about which payments were made.

Every agreement about child support must have a support worksheet, signed by the parties, attached. If the amount of support in the agreement deviates from the amount calculated on the worksheet, explain the deviation in the agreement.

If the parties have a CSS case, there is "Modification of Child Support" form which CSS wants the mediators to use.   Every mediation room has a dark brown folder with the most common forms used in domestic cases: parenting plans, modification of support, etc. **THERE IS AN INSTRUCTION SHEET** in each mediation room. **PLEASE READ THE INSTRUCTIONS** (and follow them) to know important things like whether the parties keep originals, or if the original should be kept with the JCMS file.

Child support payments should always be due the first of the month, and there should be a start month and year in the agreement. Arrears should be stated as the total owed as of the last day of a specific month and year.

CSS does not go after support retroactively. The custodial parent can ask the court to order it.

Parenting Time

If the parties disagree about how many overnights each one has, CSS defaults to the most recent court order to see how parenting time has been allocated. For mediation, that would hopefully give the parties a place to start.

If the non-custodial parent has the child many days but few overnights, it would be appropriate to deviate from the worksheet number and explain the reason in the written agreement.

Income

Unemployment compensation can be used as income for the child support calculation. If someone is "underemployed" it is fair to ask for documentation of their job search activities. Any agreement reached can include language that CSS will review the amount in a year. If a party is self-employed, look at their Schedule C or corporate return.

TANF, food stamps, and other benefits received as a result of means testing should not be included in the support calculation. Things like veteran's benefits and social security disability (SSDI) should be included. On the child support worksheet there is a help button which brings up useful information. For example, by the line to input income, the help button will provide a list of items that are, and are not, to be included as income.

If a child is receiving a monthly payment due to the obligor's disability, the amount the child receives is used to offset the order. (If the support calculation is $500/month, and child receives a benefit of $300/month, the obligor only pays $200/month.) If the child is receiving a benefit because the obligee is disabled, there is no offset for what the child receives. If the child is disabled, his or her benefits are not included in the support calculation.

If a party has a full time job, plus a second job, CSS generally does not include the income from the second job in the support calculation.

If a party has income from a salary plus commission, add up commissions for the full year, then divide by twelve to get an average monthly income from commission, which should be included in the worksheet as income.

If the non-custodial parent claims they have gone back to school and have no income, there are several factors to consider. First, many people go to school and work full-time. Second, to deserve consideration as a valid reason for a current drop in income, the schooling should have a legitimate possibility of increasing the parent's future income, and thus support of the children. If the children are going to emancipate before the parent ever finishes their studies, the schooling is of no benefit to the children.

The child support guidelines are intended to insure adequate support of children- the custodial parent can not bargain away a child's right to support. Mediators need to be careful to avoid unreasonable deviations from the support calculations. For example, some parties are trying to game the system to make the custodial parent eligible for CCAP- a state funded daycare assistance program. CSS will not approve

an agreement that provides for an artificially low support amount, with the non-custodial parent also to pay for daycare. Such an agreement makes the custodial parent eligible for daycare assistance – because the amount of support is so low- and the parties gets to pay a greatly reduced amount for daycare costs, with the state footing the bill for the subsidy.

Medical and Child Care Expenses

CSS will not give parties credit for child care or medical expenses unless those expenses are documented. In mediation, however, parties can agree to give credit, with or without proof.

If one party claims to be paying for medical insurance for the child, the insurance card must be produced. The party should be given a deadline to produce the insurance card or have the credit denied. (The insurance is worthless unless both parties have cards they can use when seeking treatment for the child.)

If both parties are providing insurance, they can negotiate both getting credit on the worksheet. Or, the original order in the case can be reviewed to see who was ordered to provide insurance, and that person can be given credit. Bottom line, medical insurance costs on the worksheet can be the subject of negotiation.

CSS prefers that private medical insurance be purchased, if available for a reasonable cost. The cost for medical insurance is considered unreasonable if it is more than 20% of gross income, or would reduce the support order to $50/month or less. Medicaid is a secondary option, because of the cost to taxpayers.

Extraordinary Expenses

If one party has travel expenses in connection with exercising parenting time, total the expenses for the year (such as airfare, etc.) and divide by 12 to enter into the worksheet as a monthly extraordinary expense.

If the court orders certain educational expenses to be borne by one party, those expenses can be entered into the worksheet as extraordinary expenses. The parties can also agree to handle educational expenses this way.

Gray Area

Typically, CSS does not give credit for after-born non-joint children if that results in a lower order for the child or children in the current case; however, they are flexible on this issue. They do give credit if there is a court-issued support order (but the obligor must be named on that child's birth certificate). Sometimes they give credit if credit has been given in the worksheet before and it seems unfair to change the calculation now. If a deviation from the support calculation worksheet is made for this type of issue, explain that in the written agreement.