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2002 TAX ISSUES

Ask now for your ex-spouse to fill out IRS Form 8332, if you are a non-custodial parent and entitled to claim a dependency exemption. This form should be attached to your federal and state income tax returns.

For an overview of income tax issues and divorce see www.aamlmn.com/news.htm. You may also find the IRS (<http://www.irs.gov>) and Minnesota Department of Revenue (<http://www.taxes.state.mn.us>) websites helpful.

KNOW ANYONE WITH A CHALLENGING EX-SPOUSE AND CHRONIC PROBLEMS WITH PARENTING TIME AND OTHER ISSUES?

Two books that describe self-help strategies dealing with these situations are Parenting After Divorce: A Guide to Resolving Conflicts and Meeting Your Children's Needs, by Philip M. Stahe, Ph. D (Impact Publishes Inc., 2000) and Custody, Chaos, Personal Peace: Sharing Custody With An Ex Who Drives You Crazy, by Jeffrey P. Wittmann, Ph. D. (Penguin Putnam Inc., 2001).

INSURANCE

Years ago the start of a divorce sometimes prompted one of the parties to drop family medical insurance coverage or arrange for auto insurance only for the vehicle he/she drove. The other party and the children were left without coverage, sometimes without any notice.

Now the paperwork that starts a divorce, called a Summons and Petition for Dissolution, includes an automatic restraining order prohibiting either party from making any changes in insurance coverage or beneficiaries. The automatic restraining order is effective once the Summons is served on the Respondent by the Petitioner (the party signing the Petition).

Either party can ask the other party or the Court for permission to make changes. If permission is granted, then the change that was agreed upon or ordered can be made.

The exact language of the restraining order as follows:

Under Minnesota Law, service of the summons makes the following requirements apply to both parties to this action, unless they are modified by the court or the proceeding is dismissed.

1. Neither party may dispose of any assets except (i) for the necessities of life or for the necessary generation of income or preservation of assets, (ii) by an agreement in writing, or (iii) for retaining counsel to carry on or to contest this proceeding.

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2. Neither party may harass the other party.
 3. All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.
 4. Parties to a marriage dissolution proceeding are encouraged to attempt alternative dispute resolution pursuant to Minnesota law. Alternative dispute resolution includes mediation, arbitration and other processes as set forth in the district court rules. You may contact the Court Administrator about resources in your area. If you cannot pay for mediation or alternative dispute resolution, in some counties, assistance may be available to you through a nonprofit provider or a court program. If you are a victim of domestic abuse or threats of abuse as defined in Minnesota Statutes, Chapter 518B, you are not required to try mediation and you will not be penalized by the court in later proceedings.

If you violate any of these provisions, you will be subject to sanctions by the Court.

LIFE INSURANCE

Divorce Decrees often require the party paying child support or spousal maintenance to carry life insurance to provide financial security for children or a dependent spouse. Sometimes the recipient of a child support is also required to carry life insurance to provide for the children's needs if the recipient were to die, leaving only one parent's income to support the children.

Generally speaking, a carefully drafted life insurance provision will answer the following questions:

1. How much life insurance should be carried?
2. Who will pay the premiums?
3. Who will be the beneficiary?
4. If the policy has cash surrender value, may the owner of the policy borrow against the cash surrender value?
5. What happens if the party obligated to carry the insurance, fails to carry it?
6. Who can obtain information from the insurer to verify compliance with all the terms of the requirement?

The specific requirements are usually based on pragmatic considerations such as insurability, the cost now and in the future, the parties' desire to provide or not to provide "extra" for their children in amount or duration of coverage. Often parties simply agree to continue the existing coverage.

Ideally once reasonable requirements are identified, both parties will agree to them either in the decree or if the decree is not specific, in writing. If there is an inability to agree, one or both of the parties can ask the Court to set the amount – or to determine any other detail that is vague or not addressed in the Decree.



Please feel free to let us know if you want to be added to our mailing list at: (952)-895-5543.