

SUPREME COURT OF GEORGIA

Bullard v. Swafford

279 Ga. 577 (2005) · Decided September 19, 2005

SUMMARY

The Georgia Supreme Court held that a father’s child-support obligation continued under the parties’ court-approved agreement while their son remained enrolled in and attending high school full time after turning eighteen. The court ruled that periodic absences, tardiness, failure to attend summer school, and delayed graduation did not terminate the obligation, and it reversed the superior court’s contrary judgment.

CASE DETAILS

COURT	Supreme Court of Georgia
WRITING FOR THE COURT	Hines, Justice; All the Justices
JURISDICTION	Georgia
DECIDED	September 19, 2005
DISPOSITION	reversed
PROCEDURAL POSTURE	Discretionary review of a superior court judgment terminating a father’s child-support obligation after the child reached majority but had not completed secondary school.
STANDARD OF REVIEW	The Supreme Court reviewed the superior court's interpretation and application of the incorporated child-support agreement and the cited legal authorities; the opinion does not state a separate formal standard of review.
PRECEDENTIAL VALUE	Published binding precedent of the Supreme Court of Georgia
PARTIES	Jean Ann Bullard v. James Swafford

TOPICS

- child support
- family law procedure
- statutory interpretation
- plain meaning rule
- legislative intent

PRACTICE AREAS

- family law
- child support
- statutory interpretation

QUESTIONS PRESENTED

1. Whether the incorporated child-support agreement required the child to maintain continuous, flawless attendance or attend summer school in order to qualify as enrolled in and attending secondary school on a full-time basis.
2. Whether the superior court properly applied *Mattocks v. Matus* and *Hayward v. Lawrence* to terminate the father's support obligation when the child remained enrolled as a full-time secondary-school student but had not graduated on schedule.
3. Whether the parties' agreed child-support provision was enforceable notwithstanding its full-time enrollment and attendance requirement.

HOLDINGS

1. A domestic-support obligation not independently imposed under statutory authority may be enforced when the parties agree to it and the court approves and incorporates it into a court order, provided the agreement is specific, does not contravene a statute, and does not violate public policy. The agreement's full-time enrollment and attendance requirement was enforceable here.
2. A child's periodic absences and tardiness, even if significant and contributing to failure to graduate, do not by themselves terminate full-time enrollment or attendance when the child remains enrolled in school and has not dropped out, been suspended, expelled, or otherwise been disqualified from attending.
3. The requirement of continuous attendance during the normal school year does not mandate attendance in summer school absent language in the parties' agreement requiring it.

KEY QUOTATIONS

“Periodic absences and lateness, even in significant number, did not transform either his enrollment or his attendance into anything less than full-time.” (580)

“The aim of the support provision is to facilitate the child’s completion of secondary school.” (581)

FACTUAL BACKGROUND

The parties' consent order required Swafford to pay child support until the parties' son turned eighteen, with support continuing if he was enrolled in and attending secondary school full time, but not beyond age twenty. The son turned eighteen approximately three months before his expected high-school graduation, but voluntary absences and tardiness left him short of the credits needed to graduate. After the school district canceled summer school, he enrolled for a full course load in the fall semester to complete the credits. Swafford stopped support payments immediately after the originally scheduled graduation date.

PROCEDURAL HISTORY

The parties' divorce-related child-support agreement was incorporated into a July 2, 2002, final consent order of the Superior Court of Polk County. After the son turned eighteen and failed to graduate on schedule, Swafford stopped paying support and sought a declaratory judgment or modification terminating the obligation. Bullard

counterclaimed for contempt. The superior court ruled that the son was not a continuous full-time student and terminated support as of May 20, 2004. The Supreme Court of Georgia granted discretionary review and reversed.

DISPOSITION

reversed

CASES CITED

- Ferguson v. Ferguson, 267 Ga. 886 (485 S.E.2d 475) (1997)
- Weiss v. Varnadore, 246 Ga. App. 654, 657 (541 S.E.2d 448) (2000)
- Kendrick v. Childers, 267 Ga. 98 (1) (475 S.E.2d 604) (1996)
- Mattocks v. Matus, 266 Ga. 346 (466 S.E.2d 840) (1996)
- Hayward v. Lawrence, 252 Ga. 337 (312 S.E.2d 609) (1984)