

PARENTING PLAN

Physical Custody

1. Physical Custody:

A. The parties are awarded joint physical custody of the child(ren) ("SUZYQ"). Mother's address will constitute SUZYQ's address for education and mail purposes. For the purposes of this Parenting Plan, the "on duty" parent is the parent who is caring for SUZYQ on the dates and times provided in this parenting plan (or at any other time as agreed to in writing by the parents) and the "off duty" parent is the parent who does not have care of SUZYQ at that same date and time.

B. CUSTODY FOR SUZYQ WITH EACH PARENT WILL BE AT SUCH TIMES AS THE PARTIES AGREE. If the parties cannot agree, the parents will share parenting time as listed in sub-paragraphs "C" and "D."

C. Weekly: The parents will share SUZYQ's care according to the following schedule. Exchanges will occur at the close of school or, if school is not in session or SUZYQ is not in school, then at 6:00 p.m.

SCHEDULE

D. Holidays and Special Days: The parents will share custody of SUZYQ on holidays according to the following schedule. If a holiday or school break is not listed, the regular weekly schedule applies. Unless otherwise specifically noted, exchanges will occur at the close of school or, if school is not in session or SUZYQ is not in school, then at 6:00 p.m. Holidays and special days listed below will prevail over weekends set forth in sub-paragraph "C," above.

SCHEDULE

E. Summer: Each parent may have SUZYQ in their care for one five-day period during SUZYQ's summer school break, from Monday at 6 p.m. to Friday at 6 p.m., immediately adjacent to the parent's regular weekend (not to include a weekend holiday period such as Father's Day or July 4th), such that the parent has a seven consecutive day vacation, either beginning on the previous Friday or ending on the following Monday. In even-numbered years, Mother will select her period by April 15, and Father will select his period by May 1, with the order and dates of selection reversed in odd-numbered years. Selections must be made in writing, via Our Family Wizard. A parent who fails to make a vacation selection by the deadline applicable to that parent forfeits the right to a vacation for that summer.

Week to week during summer can be helpful, depending upon the age of the child because it allows each parent to select their own child care arrangements. If they choose their own

summer care arrangement, the parent still needs to notify the other parent via parenting communication tool

F. Exchange Locations and Transportation: When SUZYQ is attending school or camp, all exchanges will take place at school or camp or at the before or after-care facility. Exchanges taking place when SUZYQ is not in school or camp will be **at XPlace**. The parties must agree in writing (via Our Family Wizard) to any change in this exchange meeting place, and if they cannot agree, or if the change is not confirmed by both parties in writing, then the exchange location will be **XPlace** as provided in this paragraph.

G. Other Provisions

- i. Sick Days/School Cancellation: If SUZYQ will not be attending school or camp because of illness or because of a school cancellation (e.g., inclement weather), she will remain in the care of the parent in whose home she slept the preceding night, and the exchange will take place at 6:00 p.m. at **X Place**. If SUZYQ becomes ill while at school or camp (including before or after care), or if she is sent home from school or camp for any other reason, she will be released into the care of the parent scheduled to have SUZYQ sleep in their care that night.
- ii. School and Activity Attendance: The off-duty parent will not remove SUZYQ from school, an event, or an activity, whether camp, lessons, athletic, cultural, etc., taking place during the on-duty parent's parenting time except as provided in paragraph G.i., above (Sick Days/School Cancellation).
- iii. Third Party Care of SUZYQ. Each parent may designate any third party of their choice to pick-up SUZYQ from school, events, or activities. Neither parent will remove from the list maintained by a school, daycare provider, camp, etc., the name of any third party designated by the other parent without prior written agreement of the parties confirmed through Our Family Wizard, a court order, or a decision from the Parenting Coordinator. If the on-duty parent is unavailable during their parenting time for any reason, the on-duty parent may designate a third party to care for SUZYQ during their absence, including any overnight periods they are absent. The on-duty parent will provide the name and contact information for any third party caring for SUZYQ during an overnight period when the on-duty parent is unavailable.
 1. Non-Disparagement: Recognizing SUZYQ's need for a continuing relationship with both parents, each parent will exercise his or her best efforts to foster SUZYQ's respect, love, and affection towards the other parent and each will refrain from demeaning the other parent in front of SUZYQ. Each parent will make all reasonable efforts to discourage others from disparaging the other parent while in SUZYQ's presence or in her hearing. Neither parent shall initiate discussion of matters related to the marital, post-marital and/or custody conflicts. If the children initiate inquiries, each parent will provide them with explanations that decrease their anxiety, protect their positive regard for the other parent (and their significant others).

- iv. Accommodation of SUZYQ's Scheduled Activities: Both parents will accommodate SUZYQ's social and academic commitments.
- v. Attendance at Events, Activities, Games, Etc.: The off-duty parent will not attend practices, lessons, routine sessions (for dance, gymnastics, and the like), field trips, or school parties scheduled during the on-duty parent's custody time. Except for championships, tournaments, recitals, performances, awards ceremonies, graduations, and similar special events, the off-duty parent will not attend games and events scheduled during the on-duty's parent's custody time. Both parents may attend championships, tournaments, recitals, performances, awards ceremonies, graduations, and similar special or major events. Neither parent will interfere with the other parent's enjoyment of the event. The on-duty parent shall accompany SUZYQ to the events that occur during that parent's time and the on-duty parent will permit SUZYQ to acknowledge and greet the off-duty parent. The off-duty parent will not unreasonably detain SUZYQ.
- vi. Telephone Access: Each parent will inform the other of his or her residence address and telephone number, the address and telephone number of his or her place of employment, and for extended out-of-town travel, the location and telephone number of his or her destination. The duty to update this information is a continuing obligation and will be done within a reasonable time after any change.

Consider whether telephone access between a parent and child should be scheduled. If a young child, should it be by skype/Facetime. Also consider if telephone contact is a source of conflict and is putting the child in the middle.

- vii. Travel: If a parent travels outside the XXX metropolitan area with SUZYQ, he or she will, at least seven days in advance, provide the other parent with the itinerary (flight numbers, departure and arrival dates/time, ports of call, name of cruise ship, telephone number and address of lodging) and telephone numbers where SUZYQ may be reached, and will update this information as soon as possible if there are any changes or delays. *Neither parent shall have the right to interfere either parent's vacation plans.*

If SUZYQ is to travel to a location unaccompanied by a parent, the decision for SUZYQ to travel alone and all details regarding the itinerary for the trip must be agreed to by both parties at least 30 days before the proposed trip is to occur. If SUZYQ travels alone, the travel itinerary for SUZYQ will be posted on Our Family Wizard, and all updates, including confirmations of arrival and updates during the trip, will also be posted on Our Family Wizard.

Legal Custody

2. Joint Legal Custody:

A. Mother and Father are awarded joint legal custody. That award notwithstanding, each parent has the right to select one extracurricular activity (sport, music lessons, dance, etc.) occurring primarily on that parent's custody days. Otherwise, both parents will agree before making any final decisions on issues affecting SUZYQ's growth and development, including choice of religious upbringing, choice of work-related child care provider, choice of school, course of study, special tutoring, extracurricular activities, including music, art, dance, and other cultural lessons or activities, such as music, art, dance, and gymnastics or other athletic activities, choice of camp or other comparable summer activity, non-emergency medical and dental treatment, psychological, psychiatric, or like treatment or counseling, the choice of particular health care providers, the extent of any travel away from home without parents, part or full-time employment, purchase or operation of a motor vehicle, contraception and sex education, and decisions relating to actual or potential litigation on SUZYQ's behalf. However, each parent may make decisions regarding the day-to-day care and control of SUZYQ and in emergencies affecting SUZYQ's health and safety while she is residing with him or her. The parents will endeavor, whenever reasonable, to be consistent in such day-to-day decisions.

B. School Choice: Which parent's home will serve at the address for educational purposes/ can one parent decide school.

C. Mailing Address: Which parent's home will serve as the mailing address for the child.

D. Decisions concerning Medical Care and Medical Care Providers: Each parent will have the authority to seek any emergency medical treatment for SUZYQ when in his or her care. Each will advise the other of any medical emergency or serious illness or injury suffered by SUZYQ as soon as possible after learning of it, and will give the other parent details of the emergency, injury, or illness, and the names and telephone numbers of all treating doctors. Notice of such events to the other parent will occur as soon as practicable. Each parent will inform the other before any routine medical care, treatment, or examination by a health care provider, including the provider's name and telephone number. Each parent will direct all doctors involved in SUZYQ's care and treatment to give the other parent all information regarding any injury or illness and the medical treatment or examination, if requested. For purposes of this paragraph, a serious injury or illness is one which requires SUZYQ (1) to be confined to home for more than 48 hours, (2) to be admitted to, or treated at, a hospital or surgical facility, or (3) to receive any type of general anesthesia or invasive surgical procedure or test. Each parent must inform the other of any medication prescribed for SUZYQ, including dosage and administration instructions, and each parent is required to provide any of SUZYQ's current medication to the other parent at the time SUZYQ's custody is exchanged. When the exchange takes place at school, medication will be left at the school following school policy for medicines brought to school.

Should one parent be delegated certain decisions re medical; can each parent have final decision over a certain area of medical; example, mother decides medical and

father decides dental and each takes care of appointments for that particular area of treatment.

E. Work-Related Child Care. The parties will use YYY for work-related child care during the school year at SUZYQ's school. All other child care, including summer and holiday work-related child care, will be selected jointly by both parents. If the parents are unable to agree, the decision will be made through the procedure in the Parenting Coordination Order.

Options- each parent can find their own child care (summer care is sometimes solved this way with a week-to-week schedule) or can one parent select?

3. Communication: The parties will use Our Family Wizard for all communication as provided on the attached order (Addendum A). The parties will communicate the following information using Our Family Wizard:

A. School Communication: Each parent will insure that the other parent is provided with copies of all communications or information received from SUZYQ's school, and if a second copy of the communication is not provided by the school will make a copy for the other parent and upload it to Our Family Wizard on the day it is received. Both parents will also have access to the School Student Portal, if available. Each parent will make all reasonable efforts to obtain such information directly from the school. Each parent will notify the other parent of any activity such as school conferences, programs, sporting and other special events, etc., where parents are invited to attend, and the parents will determine whether one or both parties may attend the event as provided in paragraph G. 2., above. All such events will also be posted on the Our Family Wizard Calendar.

B. Medical Care Information: As provided in paragraph 2.D., above, the parent who obtains treatment for SUZYQ will advise the other parent of any medical emergency or serious illness or injury suffered by SUZYQ as soon as possible after learning of it, and will provide the other parent with details of the emergency, injury, or illness. When a parent obtains any medical treatment for SUZYQ, whether a routine examination or emergency care, that parent will post the details of the treatment provided to SUZYQ including, but not limited to, the time and date of the event; the name and phone number of the treating doctors; a description of illness, injury or behavior requiring treatment; any diagnoses made; a description of the treatment provided at the appointment or visit; the recommendations and treatment prescribed for SUZYQ, including identification and instructions for any prescriptions, follow-up treatment, referrals or other services or providers, or tests ordered; and any other advice or instructions provided by the doctor. This information may be partially or fully provided by uploading and attaching to an Our Family Wizard message the discharge or treatment notes provided by the doctor, and anything omitted in the discharge or treatment notes will be supplemented by the parent who was present. This information will be posted on Our Family Wizard within eight hours following the event incident or appointment.

All medical provider appointments will be made for the first available date regardless of which parent can attend. The on-duty parent for that date will take SUZYQ to the

appointment. Both parents may attend the appointment unless the Parenting Coordinator directs otherwise.

C. Activity Information: For the one activity each parent selects, as provided in paragraph 2.A., above, the parent will post the description, the sponsor, the dates and times of the activity, and the location of the activity on Our Family Wizard. All practices, games, or events related to an activity, whether both parents may attend or not, will be posted on the Our Family Wizard calendar. When a parent proposes an activity which will require a joint decision, that parent will make the proposal on Our Family Wizard and will post information including, but not limited to, a description of the activity; the name and contact information for the sponsor of the activity; any reasons for considering the activity; the cost; the location where the activity occurs; the frequency and estimated duration of each practice, event, or lesson as well as the period of time the child will be registered for the activity; what, if any, responsibilities the child and the other parent will have related to the new activity; the deadline for registration; and suggestions to resolve any conflicts with SUZYQ's other activities or events. The parent proposing the activity will also attach to the message any registration material or provide a link to the web site where such material and information is located.

Neither parent shall schedule activities for the child during the time the other parent is on-duty without prior written agreement of the on-duty parent.

4. Forgotten Items: If SUZYQ leaves an item at a parent's home and needs it at school, camp, athletic or other practice, or at the other parent's home, the parent at whose home the item was left will deliver the item to the school or to the appropriate location. If the item needs to be delivered to the other parent's home, it will be left, if possible, in the mailbox *or other specific place*. Neither parent will remain at the other parent's home longer than is required to drop off the forgotten item. If the item must be left outside of the mailbox, the parent leaving the item will take all reasonable precautions to protect the item from the elements and from theft. The parent leaving the item will send a message to the other parent via Our Family Wizard at the time the item is dropped off, including relevant information as to time or temperature sensitivity. A parent may not take a child to the other parent's home or direct a child to enter the other parent's home during the other parent's period of custody without specific written permission on Our Family Wizard.

Think about what should be done with any other material or item that is fragile, weather or temperature sensitive, or could violate school rules if brought by the child to school – i.e. technology, arts/crafts material, medicine, etc.

5. Access to Records: Each parent will be entitled to immediate access from the other or from a third party to records and information pertaining to SUZYQ, including medical, dental, health, child care, school, and educational records, and each will take whatever steps are necessary to ensure that the other parent has such access.

6. SUZYQ Not Involved in Court or Financial Communications: The parties will not talk about adult issues, parenting matters, financial issues (excluding the choice and cost of college), and other court-related topics, when SUZYQ is present. Such discussions will not be

had during custody exchanges or during telephone visits. SUZYQ will not be used to carry such messages or written communication, or child support payments, between the parents.

7. Resolution Of Disputes: If the parties fail to agree on the interpretation of the Parenting Plan, or if they are unable to agree upon a final decision on issues affecting SUZYQ's growth and development or health and safety, they will submit the dispute to the Parenting Coordinator, under the terms of the Parenting Coordination Order, attached as Exhibit B. *or Mediation as applicable.*

Should there be scheduled meeting with a mediator or Parenting Coordinator- for example, quarterly?

8. Modifications to this Agreement. In the event that a dispute arises concerning the welfare of any of the children, or the terms of this Agreement, the parents shall first meet with the Mediator *or Parenting Coordinator*, or another mutually agreeable child-oriented mental health professional in an effort to help them resolve the dispute before they apply to the Court for relief. If either parent wishes to modify this Agreement, they shall follow the procedure as set forth below:

A. They shall present their proposed modifications to the Mediator for review and/or input and if needed, a mediation session shall occur to attempt to generate agreement. Until any agreement is reached, or until a new order is issued by the Court, this Agreement shall remain in effect.

B. If there is no resolution at this point, the parents may then submit the matter to their attorneys for appropriate legal action.

C. The parents understand and agree that all of the provisions of this Agreement with respect to child custody are now and shall continue to be subject to modification by the Court, or another court of jurisdiction.

Support

9. Child Support: *Note, including average amounts for medical and activities in child support to reduce reimbursements is permissible but difficult.*

10. Health Care Costs:

A. ParentA will maintain a medical, dental and vision benefit plan covering SUZYQ through her place of employment, the cost of which has been included in the Form 14 calculations under the Missouri Child Support Guidelines. All health expenses incurred on SUZYQ's behalf and not paid by the health benefit plan will be paid ___% by Father and ___% by Mother. Unless both parties have agreed to use a health care provider that is

not covered by the health benefit plan, if a parent incurs an expenses to a health care provider that is not covered by the health benefit plan that would have been covered, or covered at a more favorable rate, if a provider included in the plan had been used, then that parent will pay 75% and the other parent 25% of the uncovered expenses. Reimbursements for the cost of extraordinary expenses, except for the one activity as previously provided, will be made as provided in paragraph 12.

B. "Health expenses" are defined according to Internal Revenue Code (1987) §213 "Medical, Dental, etc., Expenses" or any other section enacted in replacement of, in addition to, or in substitution of that section, and any Internal Revenue Regulation including, but not limited to, §1.213-1 and any relevant Regulation enacted in replacement, in addition to or in substitution of that section, or any relevant Treasury Decision, Regulation, or any Revenue Ruling defining those types or kinds of medical costs that are deductible under the Internal Revenue Code. "Health expenses" and also include optical care (including, but not limited to, prescription eyeglasses or contact lenses and eye examinations conducted by an optician, optometrist, or ophthalmologist), treatment, and appliances. Travel necessary for SUZYQ's medical treatment is included, but only to the extent of SUZYQ's expenses, and not those of either parent.

11. Extraordinary Expenses: Mother and Father will each pay for the expense of the one activity they are allowed to select for SUZYQ as provided in paragraph 2.A.. For all other activities, Father will pay 75% and Mother will pay 25% of the cost of extraordinary expenses for SUZYQ, [*define all extraordinary expenses by category*] including educational expenses (other than college, but including college preparation and testing), school lunches, summer camps, extracurricular activities, sports, tutoring, travel by SUZYQ without her parents, and any other expenses mutually agreed upon by the parents, in writing, via Our Family Wizard, before incurring the expense. Reimbursements for the cost of extraordinary expenses, as provided in this paragraph, will be made as provided in paragraph 12.

12. Child Care Expenses: ParentA will pay __% and Parent B will pay __% of the cost incurred for work-related school year, holiday, and summer child care. the parents will share the costs of any agreed-upon out-of-home care (e.g., before and after school care, summer day camp, etc.), but each parent will be individually responsible for all in-home care (e.g., nannies, baby sitters, etc.).

Including child care in Form 14 can reduce conflict over reimbursements but child care costs can change materially when children are of certain ages. Many daycare/childcare facilities now allow parents to make separate payments for their share and so provision can be drafted for direct payment. Mechanics of payment to child care provider and between parties should be specified in addition to the portion each parent is to pay. This provision can also be drafted so that the parent less likely to make reimbursement to the other parent advances the cost, and the other parent reimburses, so that the amounts due between the parents are kept to a minimum.

13. Reimbursement Protocol: Within 30 days of incurring an expense (an expense is "incurred" when payment is first due), each parent will provide the other with amount of the

expense incurred and proof of payment for medical, education, and extracurricular expenses, [using the expense reporting and tracking features in Our Family Wizard] “Proof of payment” means any of the following: statement, invoice, or canceled check. In the case of medical expenses, the parent incurring the expense will also include an explanation of benefits from the insurance company, if applicable. A parent owing money to the other will reimburse the other parent within 30 days of receipt of proof of payment. If a parent fails to make payment by the 30th day, the amount due will carry interest on it at the rate of 1% per month until paid. The parties will cooperate with each other concerning the submission of insurance claims for health services rendered for SUZYQ, and each will promptly refund to the other as appropriate any sums paid by the other for which there is insurance reimbursement. Except for good cause, no reimbursement will be required if the request for reimbursement is not made within 60 days of the date the expense was incurred. The parents will reconcile all open, unpaid, and submitted expenses in Our Family Wizard every quarter (March 31, June 30, September 30, and December 31 of each year) for the previous quarter within 15 days of the end of that quarter. If the parties are unable to agree, the decision about any reimbursements owed between the parties will be made through the procedure in the Parenting Coordination Order [*or some other dispute resolution process*].

OTHER IDEAS For provisions/orders:

1. The parents or designated person by the parent on duty shall arrive on time to drop off and pick up the children. They shall deliver the children's clothing, school supplies, and belongings at the same time they deliver the children. The parents shall always attempt to return the children's clothing in a clean condition and have them dressed appropriately for the day.
2. The children shall always be in proper safety restraints and be driven by a licensed driver who is not impaired in any way. The driver and vehicle must also carry valid insurance.
3. Neutrality of the Children. To keep the children out of the middle of the parents' relationship and any conflict that may arise between the parents, the parents shall not:
 - a. Ask the children about the other parent/partner/family members/friends
 - b. No communication of any kind shall be passed using the kids to the other parent/partner/family members/friends.
 - c. Make unkind or negative statements about the other parent/partner/family members/friends around the children.
 - d. Allow other people to make unkind or negative statements about the other parent/partner/family members/friends around the children.
 - e. Make the children feel like they are missing out on activities with the parent they are not with due to spending time with the other parent.
 - f. Belittle or make the children feel badly about their time with the other parent.

g. Force the children into “loyalty binds”

4. Parents shall communicate behavior concerns and problems experienced by the child(ren) on Our Family Wizard (using the form attached in addition to posting messages); however such reports shall not contain, nor be responded to with, innuendo or criticism concerning the other parent. Such reports are only intended to provide specific information regarding issues which arise for the children so that both parents are aware.

5. Parent shall communicate all physical and developmental issues concerning the children using Our Family Wizard, including illnesses, new habits/behaviors, food/environmental allergies, notable cognitive and physical changes, significant emotional or social changes (home or school), or challenges and/or accomplishments.

6. The children will not participate in extracurricular activities if they are struggling academically or having behavioral issues

7. To insure more responsible parenting and to promote the healthy adjustment and growth of the children, each parent should recognize and address the children's basic needs. Those needs include the following:

- a. To know that the parents' decision to live apart is not the children's fault.
- b. To develop and maintain an independent relationship with each parent and to have the continuing care and guidance from each parent.
- c. To be free from having to side with either parent and to be free from conflict between the parents.
- d. To have a relaxed, secure relationship with each parent without being placed in a position to manipulate one parent against the other.
- e. To enjoy consistent time with each parent.
- f. To be financially supported by each parent, regardless of how much time each parent spends with the children.
- g. To be physically safe and adequately supervised when in the care of each parent and to have a stable, consistent and responsible child care arrangement when not supervised by a parent.
- h. To develop and maintain meaningful relationships with other significant adults. (grandparents, stepparents and other relatives)
- i. To never been shown court papers, communications from the parents, etc.

8. SAFETY

8.1 Neither parent shall operate a vehicle when impaired by use of alcohol or drugs. Or allow anyone else who is with the children to do so.

8.2 Both parents shall not drink alcohol in excess or use non-prescribed drugs/illicit drugs when they are the on-duty parent. Or allow others around the children who are impaired. The children shall not drink alcohol or smoke until legal age to make those decisions on their own or use non-prescribed drugs/illicit drugs while in either parent's care.

8.3 Both parents shall not use, nor allow anyone else to use, physical discipline with the children.

8.4 If the parent on duty is not with the children for more than 12 hours the other parent must be notified of whom is watching the children with their full contact information and location of where the children are.

8.5 Neither parent will give permission to the children to alter their appearance in a permanent fashion such as piercings, tattoos, branding, cosmetic implants, etc. They must be of legal age to consent on their own.

9. EDUCATION

9.1 Both parents shall instruct the children's schools to list each parent and their respective addresses and telephone numbers on the school's records.

9.2 Each parent will maintain contact with the children's schools to find out about the children's needs, progress, grades, parent-teacher conferences, and other special events. Both parents will also have access to the Parent Portal's with the school.

9.4 The parents shall use Our Family Wizard to share information about the children's school progress, behavior and events. Neither parent will withhold information from the other related to school.

9.5 Each parent may take the children out of school for illnesses and appointments when they are on duty. The other parent must be notified that day of such occurrences.

9.6 Each parent is responsible for making sure the children complete their assignments on their time and for encouraging academic success.

10. EXTENDED FAMILY

10.1 The children will usually benefit from maintaining ties with grandparents, relatives and people important to them. The parents shall help the children continue to be in contact with these people. No negative statements shall be said in front of the children about anyone important to them.

10.2 Rules for funerals/special family events.

11. Passports. The parents will obtain passports for the children and split the cost within 30 days from today's date.

- a. The passports shall remain with the custodial parent unless the non-custodial parent requires them for travel.
- b. The passport shall be returned upon return of the children from the out of country travel.
- c. If the passports are damaged or lost the person responsible for that will pay for the replacements within 30 days.

12. Social Media. The children will not use social media (Facebook, twitter, Instagram, Snapchat, etc) until of age appropriateness according to the COPPA rules and regulations. All the children's passwords for electronic devices, email, etc shall be shared with both parents. Both parent's shall have unlimited access to their children's accounts to ensure safety and proper usage.