

Caption and Introductory Material

STATE OF MISSOURI)
)
COUNTRY OF _____) SS

In the Circuit Court of _____ County, Missouri

In re the marriage of:

Glenda Wellington)
Social Security Number)
Petitioner)
)
) Case No. _____
)
Eric Wellington) Division No. _____
Social Security Number)
Respondent)

Plan Authors:

Proposed Parenting Plan of Eric and Glenda Wellington

Note Regarding This Proposed Parenting Plan

This plan is submitted as required by § 452.310, RSMo Supp. 2008. It is submitted with the full knowledge of both parties. It is anticipated that this plan will be amended and refined as the parties' children age and new co-parenting agreements are warranted and are in the best interests of the child or children.

This document is prepared as a joint proposed parenting plan to be submitted to the court as a binding legal document in the dissolution of marriage between (petitioner) and (respondent). It has been drafted using language that both parties have agreed upon. Parties have agreed that this parenting plan is subject to change in the case that they are unable to resolve co-parenting issue themselves. Parties agree to return to mediation in these instances. The provisions of this document have been approved by both parties.

I. TERMS

- A. Parties or Parents refers to Glen Wellington and Erica Wellington, who will be referred to as “Glen” and “Erica” respectively in this parenting plan.
- B. Legal custody is the term denoting the responsibility and authority of a parent to make health, educational, religious upbringing, and general welfare decisions concerning the child(ren) of the parties and those they include in this parenting plan.
- C. Physical custody is the legal term denotes the primary residence of the children.
- D. Visitation is the legal term that denotes the responsibility of each parent to physically care for and supervise the child(ren) when in their care.
- E. The parenting plan refers to the specific terms, conditions, and understandings the parties have agreed to in this parenting plan for the benefit of the children, including both the physical care and decision-making responsibilities.
- F. Parties or Parents refers to Glen Wellington and Erica Wellington, who will be referred to as “Glen” and “Erica” respectively in this parenting plan.

II. PARENTING PLAN: CUSTODY, VISITATION AND DECISION-MAKING

A. Children The following are the child(ren) born of the marriage and child(ren) considered that are affected by this parenting plan.

Childs Name	Childs Age
Erika Wellington	15
Glen Wellington	14

B. Physical/Legal Custody and Visitation.

- i. Physical Care Both parties agree that their children shall have a significant amount of quality time with each parent as Eric and Glenda shall decide together. The parties shall have joint physical custody of their children.
- ii. Time Arrangements
 - a) Weekdays and Weekends Both parties agree that the Thursday exchange time at 7:00pm will be a time to exchange child relevant information; behavioral, medical, social, and educational relevant issues (that may or may not be specified on familywizard.com) in order to co-parent effectively.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
One	Glenda	Glenda	Glenda	Glenda/Eric	Eric	Eric	Eric
Two	Eric	Eric	Eric	Eric/Glenda	Glenda	Glenda	Glenda
Three	Glenda	Glenda	Glenda	Glenda/Eric	Eric	Eric	Eric
Four	Eric	Eric	Eric	Eric/Glenda	Glenda	Glenda	Glenda

Each cell represents the parent in which the children will spend the night with the exception of Thursday. Every Thursday of the year will be the exchange day in the case that the schedule above may will be used. The children should be in Glenda’s care Monday through Thursday during the first and second week of the month and Friday through Sunday during the second and fourth week of the month. Eric shall have the children in contrast to Glenda. The parents agree that the exchange will take place every Thursday. The parent who has the children (Glenda on Thursday) will be responsible for dropping off the children to the next parent (Eric on Thursday). The parents agreed that their respective homes will be the exchange location. The parents have also agreed that the exchange time will be at 7:00pm every Thursday. The

exception to the agreed upon schedule will be in the case of holidays, vacations, or other mutually agreed upon arrangements made by both parents.

- b) Summer Vacation Parties agree that there are no special arrangements will be made for the summer regarding vacations. The parties are content with the regular weekly exchange of their children. The parties also agree that if one party should decide to partake in a summer vacation that the parties will give the others as much written notice as possible of the vacation time dates etc to avoid any potential conflicts.
- c) Holidays and Special Days Parties have chosen not celebrate each holiday on the day exact calendar day it arrives versus the weekend prior or that holiday or the weekend after. Parties have agreed that they will stick to the weekly exchange schedule as much as possible with the exception of the following holidays/special days. Parties have agreed to stick to the 7pm exchange time for holidays as well.

Holiday	Even Number Year	Odd Number Years	Physical Custody	
			From (time)	To (time)
D = Day W = Weekend	<i>Father or Mother</i>	<i>Father or Mother</i>		
New Year's Day Holiday <i>January 1st</i>	Eric	Glenda	7pm (Day Prior)	7pm (Day of)
Martin Luther King Day/Weekend <i>3rd Monday of Jan.</i>	Glenda	Glenda	7pm (Day Prior)	7pm (Day of)
Valentine's Day <i>Feb. 14th</i>	Parties have chosen not to recognize this holiday			
President's Day/Weekend <i>3rd Monday of Feb.</i>	Glenda	Glenda	7pm (Day Prior)	7pm (Day of)
St. Patrick's Day <i>March 17th</i>	Parties have chosen not to recognize this holiday			

Easter Day/Weekend <i>Last Sunday of March</i>	Eric	Glenda	7pm (Day Prior)	7pm (Day of)
Spring Break <i>1st half</i>	Glenda	Glenda	Parties will stick to Thursday exchange time	Parties will stick to Thursday exchange time
Spring Break <i>2nd half</i>	Eric	Eric	Parties will stick to Thursday exchange time	Parties will stick to Thursday exchange time
Mother's Birthday/Weekend <i>2nd Sunday in May</i>	Glenda	Glenda	7pm (Day Prior)	7pm (Day of)
Memorial Day/Weekend <i>Last Monday in May</i>	Glenda	Glenda	7pm (Day Prior)	7pm (Day of)
Father's Day/Weekend <i>3rd Sunday in June</i>	Eric	Eric	7pm (Day Prior)	7pm (Day of)
Independence Day/Weekend <i>July 4th</i>	Glenda	Glenda	7pm (Day Prior)	7pm (Day of)
Labor Day/Weekend <i>1st Monday in Sept.</i>	Glenda	Glenda	7pm (Day Prior)	7pm (Day of)
Columbus Day/Weekend <i>2nd Monday in Oct.</i>	Parties have chosen not to recognize this holiday			
Halloween <i>Oct. 31st</i>	Parties have chosen not to recognize this holiday			
Veterans Day <i>November 11th</i>	Parties have chosen not to recognize this holiday			
Thanksgiving Day/Weekend <i>4th Thursday in Nov.</i>	Glenda	Eric	7pm (Day Prior)	7pm (Day of)
Christmas Eve Holiday <i>Dec. 24th</i>	See Christmas Vacation below			

Christmas Day Holiday Dec. 25th	See Christmas Vacation below			
Christmas Vacation				
Christmas vacation includes both Christmas Eve and Christmas Day. The parties have agreed that the parent who has the children for Christmas will not have them for the New Years Eve or New Years day. Parties agree to be flexible regarding Christmas vacation length of time.				
New Years Eve Dec. 31st	Eric	Glenda	7pm (Day Prior)	7pm (Day of)
Erika's Birthday Jan. 21st	Glenda	Eric	7pm (Day Prior)	7pm (Day of)
Glen's Birthday Dec. 2nd	Eric	Glenda	7pm (Day Prior)	7pm (Day of)

- d) Hierarchy of Schedules Parents ability to negotiate arrangements that are not specified in this parenting plan supersedes all time arrangements agreed upon in this parenting plan. The parties agree to use the established arrangements as a default for managing disagreements. The parties will refer to the following in this order when disagreements shall occur: (1) holidays and special days then (2) weekdays and weekend schedule.
- iii. Notice I Unavailable to Provide Children's Care Parties agree to give as much notice as possible or at least 48 hours in advance if they will be unable to provide expected parental care, which includes time spent with the children. In the case of emergencies, parties agree to be respectful and sensitive to the unique circumstances of the other party which may include accommodating the other parent's parental obligations.
- iv. Changes to Schedule and Parent's Courtesies to Each Other Parties agree to respectfully negotiate, in the absence of their children, any changes or challenges they face regarding the rearing of their children. Parties agree to uphold section B3 to maintain a courteous and respectful relationship for their and their children's sake.

They also agree to negotiate any and all changes regarding the parenting plan and in the case that an agreement cannot be reached, the parties will return to mediation.

- v. Transportation Parties agree to be responsible for transporting their children to and from school and all other functions when the child is in their care unless the parties agree otherwise. The parent who is “on duty” has the responsibility of driving their children to the other parents home for the 7:00pm exchange time.
- vi. Telephone Access and Communication Parties agree to utilize familywizard.com in communicating the daily activities of their children. Parties agree to allow each of their children to possess a cellular phone so that communication between the “off duty” parent is readily available.
- vii. Relocation If a parent decides to move, parties agree to return to mediation to revise the parenting plan. Parties agree to an advance notice of 2 months prior the physical move of the parent. If one party decides to relocate, the parties agree to inform the other parent first and informing their children jointly.

E. Legal Custody and Decision

- i. General Arrangements Both Glenda and Eric have agreed to share legal and physical custody of their two children Erica and Glen. Both parents agree to co-parent in a way that is most beneficial for their children regarding their health, education and general welfare. Glenda and Eric agree to create as much continuity between their homes as possible regarding day-to-day activities, disciplinary actions and general upbringing practices. When and doubt, the parties agree to consult the other when making decisions in regards to their children especially when it affects the time, resources and efforts of the other parent. Parties also agree to refrain from making decisions that may undermine the efforts of the other parent.
- ii. Medical Care Information Parents agree to continue to make joint decisions in regards to the medical care of their children. Medical care includes basic medical care such as physicals, shots and regular checkups to more complex decisions such as surgeries and counseling. Each parent agrees to retain the right to consent to routine or emergency medical treatment for their children and make a reasonable effort to contact and consult with the other parent prior to taking action. If contact cannot be made, the parent will contact the other parent as soon as possible.

- iii. Access to Records Both parents agree to have complete and equal access to any and all health, medical, dental, optical, counseling, or other records regarding their children's welfare
- iv. Educational Decisions Both parents agree to have complete access to any and all school records and the right to be informed and participate in any and all parent-school/parent-child activities, school events, and conferences. Both parents agree that they both shall be informed by either the school or the parent who is initially informed of any disciplinary actions taken by the school and any alterations in educational goals. Each parent may contact the children's schools directly to request their children's report card and obtaining an update on their children's behavior and overall progress and development. It is Glenda's address that shall be used for the mailing address on file for both Glenda and Erica.
- v. Children's Activities The parents agree to allow their children to decide on their extracurricular activities. The parents agree to be responsible for facilitating each child's participation in their extracurricular activities, primarily regarding transportation, when the children are in their care. Parents will alternate between attending scheduled tournaments, games, performances or meets unless the parents agree otherwise.
- vi. Other Decisions The parents will discuss and agree on other issues affecting the growth and development of their children, including but not limited to, decisions regarding the choice of religious upbringing, the children's employment, the purchase and operation of a motor vehicle, contraception and sex education, and decisions relating to actual or potential litigation on behalf of their children.
- vii. Death of a Parent Sole custody to surviving parent and continued communication with deceased parent's family will be at the discretion of the living parent. The inheritance of property from deceased parent to child will also be at the discretion of the living parent. Each parent agrees to be sensitive to the wishes of the deceased parent for their child and recognize the importance of extended family relationships of the deceased parent's family in the child or children's life.

F. Review of Parenting Arrangements

The parties understand that the parenting plan should be reviewed and, if necessary, modified as the children's needs change or the circumstances of either change significantly. Therefore, they agree that should any of the following events occur, they shall review between themselves the Parenting Plan and their responsibilities and, if necessary, negotiate or mediate any issues that may arise:

- (1) Either party request a review of the arrangements
- (2) Either party intends to relocate
- (3) Either party remarries or begins living with another person where the children may be affected.

These review provisions are not intended to compromise or substitute for legal requirements necessary for a modification of "custody", but merely to provide the parties with a means of addressing changes that occur.

G. Resolution of Disputes

In the event that they cannot negotiate between themselves a disagreement with regard to a parenting issue, either regarding time arrangements or decision-making, Glenda and Eric shall first make a good faith attempt to mediate their differences with the services of a professional mediator or mutual choice before proceeding with other legal remedies and to equally divide the cost of the mediator.

III. PARENTING PLAN: CHILD SUPPORT AND EXPENSES

A. Child support

- i. Amount and Timing An appropriate amount of child support shall be determined in accordance with the Missouri Child Support Guidelines as provided for by state law (RSMo. Section 452.340.8 and Mo. Supreme Court Rule 88) and the form No. 14 Presumed Child Support Amount Calculation Worksheet. According to form No. 14, the parties agree that Eric shall pay child support directly to Glenda in the amount of \$1,418.00 per month by direct deposit into Glenda's checking account and not through wage withholding or through the Family Support Payment Center. Payments shall be made before the conclusion of each month until the children are emancipated as

defined by law or pursuant to II.A below in this parenting plan.

- ii. Emancipation In this parenting plan, the term emancipation means that time when a parent, obligated to pay child support under this Parenting Plan, is relieved of that responsibility because of the child's action or circumstances which may include, but are not limited to the following: a child dies; marries; enters active duty in the military service; becomes self-supporting; reaches the age of 18 or graduates from high school, whichever occurs later.
- iii. Support Past Age 18 The children will not be deemed emancipated and child support will continue past age 18 if a child is still enrolled in high school, in which case child support will continue until the child graduates from high school. If the child enrolls in a college or vocational school after high school, then the parents agree that child support will continue under the following conditions. The child must be enrolled in a college or vocational school by August 1st of the year or following the year in which the child graduates from high school. Child support will continue until the child reaches 22 or completes a four-year undergraduate education. The parties agree that if a child reaches age 22 and is enrolled in the last year of college or vocational school, then the parties agree that child support will continue past age 22 until the child completes the four-year undergraduate education and then child support will terminate. Parties agree that the child must maintain a 3.0 GPA and full-time student status or 12 credit hours per semester.

The parties acknowledge and agree that this agreement to support each child until each reaches age 22 or until completion of a child's four-year undergraduate education is an obligation beyond that provided for by state law. The parties agree that it is an important obligation that is in their children's best interest, and they desire to be held legally responsible for their agreement to support each child until each child reaches age 22 or until completion of child's four-year undergraduate education.

- iv. Coverage The acknowledge and agree that the child support is generally intended to include the general cost of maintaining the children while in Jane's care, including food, school lunches, clothing, personal items, and school supplies.
- B. Extracurricular Activity** The parties will equally divide the costs incurred by either party for the children's extracurricular activities, exceptional expenses, or special events, such as

sports, summer camps, school activities, special trips or other special events which both parties believe to be outside the normal costs of care. Each parent will submit to the other parent the expenses they have incurred on the children's behalf on the last day of the month with any payment being to either parent to be paid by the 25th day of the following month.

C. Work-related Childcare The parties will equally divide the payment of the cost incurred by either party for the children's work-related childcare. Each parent will submit to the other parent the expenses they have incurred on a child's behalf on the last day of each month.

D. College or Vocational Educational Expenses

Should their children desire to attend college, vocational, or trade school after high school, then parents agree that they shall equally divide the costs of four-year undergraduate education at the college or university that their child attends. The costs shall include tuition, books and all required fees (for example, registration, labs, parking), supplies that are required by the institution for class participation which includes the two primary college expenses, room and board. The parents agree that they shall be jointly responsible for the costs of their four-year undergraduate education including expenses for summer school. The parties acknowledge and agree that this agreement to pay until each child reaches age 22 or until completion of a child's four year undergraduate education. Loans or scholarships will not be considered either parents contribution to their child's undergraduate educating. These provisions are not intended to limit the additional contribution either parent may voluntarily make toward the children's undergraduate or graduate education. The parents agree they have a responsibility to provide for this education unless there are exceptional and substantial disabilities or circumstances that significantly affect their financial ability to pay at the time.

E. Health Care Expenses

- i. Health Insurance The children shall maintain health insurance coverage through their father's health insurance company through his employer. Health care insurance shall be provided for the children until the age of 22, complete their four-year undergraduate education, or are otherwise not emancipated or ineligible.
- ii. Non-reimbursement Health Care Expenses The parties shall equally divide all health care expenses for the children not covered or reimbursed by insurance. This includes deductible amounts, co-payments, and any medical, dental or vision expenses not covered by insurance. Health care expenses shall be defined in

accordance with the internal Revenue Code (1987) Section 213 “medical, Dental etc Expenses. “

- iii. Reimbursement of Health Care Expenses Each parent will be responsible for notifying the other of any and all health expenses not covered by insurance in order to discuss the equal distribution of the cost incurred.

F. Tax Status and Responsibilities

- i. Child Dependency Exemption The parties agree that during even number of years, Eric shall be entitled to claim both Erica and Glen as dependents on his federal and state income tax return. Glenda shall be entitled to claim the children during the odd number years. Both parties agree to execute any necessary IRS forms each year that allow either party to claim the child as a dependent. The parties agree to revisit the child dependency exemption if child support is modified.
- ii. Child Care Tax Credit The parents agree that that each parent shall be entitled to claim 50% of the child care tax credit for income tax purposes.
- iii. Head of Household The parties agree that each parent will be entitled to use the Head of Household title for federal and state income tax returns during the alternating years stated in the child dependency exemption.

G. Dispute Resolution

In the event that the parties cannot negotiate between themselves a disagreement with regard to a financial issue regarding the children, Eric and Glenda, shall make a good faith attempt to mediate their differences with the services of a professional mediator of mutual choice before proceeding with other legal remedies.

STATE OF MISSOURI)
)
COUNTRY OF _____) SS

Glenda Wellington, of lawful age, being duly sworn upon her oath, states that she has read and understands this Parenting Plan and has signed this Parenting Plan as her voluntary and informed act intention.

Glenda Wellington

SUSCRIBED AND SWORN to before me this _____ day of _____ 2012

Notary Public

My Commission expires:

STATE OF MISSOURI)
)
COUNTRY OF _____) SS

Eric Wellington, of lawful age, being duly sworn upon her oath, states that she has read and understands this Parenting Plan and has signed this Parenting Plan as her voluntary and informed act intention.

Eric Wellington

SUSCRIBED AND SWORN to before me this _____ day of _____ 2012

Notary Public

My Commission expires: