



4. Following the dissolution of marriage, there were numerous procedural proceedings in the State of New Jersey in response to requests for clarification of the Decree of Dissolution of Marriage. During those two years of subsequent proceedings, the Respondent remained in the State of New Jersey and the Petitioner moved to her home town of Chillicothe, Missouri to live with her parents.

5. When the Petitioner moved to the State of Missouri in 2016, she moved the children with her. The children have lived in the State of Missouri for more than six months prior to the filing by Respondent of his Motion for Modification. Accordingly, Missouri is the home state for the children.

6. The parties stipulated to venue in Platte County, Missouri for this Modification proceeding.

7. The Dissolution Decree from the State of New Jersey ordered the Respondent to pay \$236.00 in child support per week and \$945.00 in maintenance per week.

8. The New Jersey Court further ordered that in January of 2020, the maintenance would be reduced to \$735.00 per week due and payable until April 30, 2023.

9. The Dissolution Decree referenced the fact the Petitioner would complete her respiratory therapy training and education by January of 2020 and, accordingly, imputed annual income to her in the amount of \$50,000.00 beginning on that date. Petitioner testified that she did complete all educational and licensing to become a respiratory therapist in late 2019 and early 2020.

10. When the Respondent moved to the State of Missouri, he located in Kansas City, Missouri, rather than Chillicothe, Missouri.

11. Respondent stated that he was “required” to live in Kansas City based upon his need to have accessible travel but never produced a letter or contract affirming that requirement. However, Respondent further testified that most of his required work-related travel is via automobile, not air.

12. Both counsel have stipulated that this Court has the opportunity and obligation to make a determination with regard to custody and parenting time without any previous determination from the New Jersey court on that issue.

13. In making determinations in this case, the Court made judgments regarding the credibility of each witness. The Court accepted some testimony as credible and rejected some as not credible. The findings and conclusions made by the Court are consistent with the Court’s determination of the appropriate weight of the evidence and the credibility of each witness.

### **CHOICE OF LAW**

14. Both counsel agree that modification of maintenance with regard to the amount is determined by New Jersey Statute Section 2A:34-23(c). That provision is as set forth below:

An award of alimony for a limited duration . . . may be modified based either upon changed circumstances, or upon the nonoccurrence of circumstances that the Court found would occur at the time of the award. The Court may modify the amount of such an award, but shall not modify the length of the term except in unusual circumstances.

15. Both counsel further agreed that his Court has jurisdiction to modify the amount of the limited duration maintenance in this case, if justified under the New Jersey statute but not the length. Accordingly, in this case, the maintenance will expire on April 30, 2023.

16. Utilizing full faith and credit, as confirmed in the case of *Reardon v. Reardon*, 689 S.W.2d 127 (Mo.App. 1985), because modification is permitted in the state of rendition,

New Jersey, modification as allowed by New Jersey law would be permitted in the State of Missouri.

17. Counsel for Petitioner points out that Respondent has plead only that the change of circumstance with regard to maintenance is based upon the fact that he “cannot afford to meet his maintenance obligations ordered, and said amounts need to be modified”. Petitioner’s counsel states that the Court’s analysis must remain focused on that issue. Respondent asserts that the Court may evaluate any factors as suggested by New Jersey Statutes Section 2a:34-23.

18. With regard to the issue of child support and potential modification thereof, both counsel agree that this Court as the home state for the minor children may utilize Missouri law for the calculation of child support.

#### **ATTORNEY’S FEES**

19. The Petitioner testified that she was to receive a \$40,000 reimbursement for attorney’s fees and a \$25,000 equalization payment from the New Jersey decree. Although said distributions have not been received, from the evidence, it appears that she will receive the \$40,000 payment at some point in the future and may receive the distribution payment of \$25,000 to equalize the division of property.

20. Pursuant to Missouri Revised Statutes Section 452.355 and the factors set forth therein, this Court finds that each party has sufficient funds to pay their own attorney’s fees, and accordingly, no order for reimbursement of fees will be provided.

#### **MAINTENANCE**

21. Pursuant to Exhibit B, Respondent’s current monthly gross income is \$14,154.00. He additionally receives a \$230.00 monthly car allowance. He also receives annual performance

bonuses, usually provided to him on Mother's Day weekend, for the bonus earned the prior calendar year. The performance bonus annualizes to \$365.00 per month.

22. Although Respondent contributes to his 401(k), that deduction is not considered an expense for purposes of determining maintenance and child support.

23. Respondent additionally has a 401(k) loan which he is obligated to pay, and said expense can be considered for purposes of child support and maintenance.

24. Respondent testified that his monthly expenses are \$4,266.00 per month for purposes of determining maintenance. He further testified that his monthly net income, after withholdings and deductions, is \$9,890.00 without consideration of his bonus and \$10,215.00 if his bonus is calculated into his income. However, Respondent's current paystubs show him to be on track to earn an annual income in 2020 in excess of \$220,000.00.

25. In reviewing Exhibit B, the Court has concerns regarding his car expense, personal property tax and dental insurance, as they seem to be high for the circumstances described.

26. The Petitioner's annual income is \$50,000.00 which would be \$4,167.00 per month gross based upon the New Jersey court's imputation of income.

27. Utilizing the 19% income bracket for the imputed income to Petitioner of \$50,000.00 per year, the Court finds that Petitioner's monthly net income would have been \$3,374.00 per month.

28. With regard to the expenses declared by Petitioner, she claims a car payment of \$350.00 per month, however, the current vehicle she owns is debt free. In response on cross-examination about this expense, Petitioner testified that her minivan was a 2009 model and she

anticipates she will need to purchase a new vehicle to replace it, but did not testify regarding any current problems with the minivan.

29. Petitioner also includes \$284.00 per month as work-related daycare, but she is currently not employed. Petitioner also claims \$1,400.00 per month in children's expenses, which this Court, pursuant to the case of *Severs v. Severs*, 567 S.W. 3d 246 (Mo.App. W.D. 2019) may not, and did not, consider for purposes of determining maintenance.

30. Further expenses claimed by the Petitioner include \$425.00 for college and books (which the Petitioner admitted are no longer needed as she has completed her program); \$200.00 per month for church and charitable contributions; and \$270.00 per month as "excess medical".

31. Petitioner additionally claims \$1,800.00 per month in mortgage, rent and utilities, although for the past four years she has lived with her parents.

32. Petitioner testified that her parents were building a new home and intended to allow the Petitioner and her children to remain in their current home. There was no testimony of a mortgage or rent payment to be made by Petitioner to her parents, so this Court presumes the home is to be gifted to her.

33. On the date evidence was heard in this matter, the Respondent was current with regard to the payment of child support and maintenance, although the Petitioner claimed that there was a time when he did become delinquent in those obligations.

34. This Court finds that Respondent, considering his net income at \$10,215.00 per month, rather than the \$18,333.00 that he appears to be earning per month in 2020, has almost \$6,000.00 in excess net income per month over his expenses.

35. This Court further finds that Petitioner, utilizing the income imputed to her by the New Jersey Court, and the adjustment of expenses as set forth above, is deficient in her monthly

imputed income as compared to expenses in the amount of \$850.00-\$1,000.00 per month and as such is in continuing need of maintenance as established by the New Jersey Court.

36. This Court finds that utilizing the analysis from New Jersey Statute 2A: 34-23(c), the unanticipated condition that Petitioner would live in her hometown of Chillicothe, Missouri, in a home with no mortgage nor rent obligations; with no expense for utilities or home maintenance; and with the assistance of the maternal grandparents for the care of the children is a substantial and continuing change of circumstance that justifies the reduction of maintenance in this case.

37. This Court concludes that Respondent shall pay maintenance to Petitioner in the amount of \$1,000.00 per month beginning October 1, 2020 and continue to pay that amount until further modification; termination via statutory events; or conclusion by end date of April 30, 2023.

### **CUSTODIAL DETERMINATION**

38. Respondent's Kansas City home is a two-bedroom, two-bathroom apartment, and the children have their own room with bunk beds. Although Respondent travels for work, he testified that his travel has been reduced recently because of the COVID pandemic. However, his 2020 year-to-date income does not show a reduction and actually demonstrates an increase from prior years. He further admits that most of his travel is driving regionally between St. Louis and Lincoln, Nebraska. He occasionally has to attend conferences in Minnesota.

39. The Respondent is a native of Pakistan and would like his children raised with awareness of his culture and religion.

40. During the term of the marriage, the Petitioner converted to Islam and did practice that religion during their marriage.

41. Since moving back to Chillicothe, the Petitioner asserts that she attends Christian religious services and has requested that the children attend Catholic school.

42. In listening to the evidence, it was clear that the Petitioner had no interest in living in Kansas City despite her greater opportunity for employment there at the numerous hospitals and medical facilities in the metropolitan area.

43. It was further clear from the evidence that the Respondent had no desire to live in a small town where the Petitioner was raised; where her parents are influential and well-known; and he would feel like an outsider. Respondent also asserted that having a mosque for him to continue practicing his religion was important, and that was only available in Kansas City.

44. Respondent asserts that it is important to him for the children to attend school at the mosque in Kansas City on Sundays from 10:00 am to 1:00 pm and to also attend Arabic language classes on Saturday morning.

45. Because of the Respondent's travel schedule through St. Louis and to Nebraska, it appears that he could make creative arrangements to go through Chillicothe on some weekday evenings to spend time with the children.

46. In order to determine the appropriate legal custodian for this case, and to determine the appropriate Parenting Plan, the Court considered the factors set forth in Missouri Revised Statute §452.375.2. Each of those factors and the Court's factual assessment regarding the same are set forth below:

*(1) The wishes of the children's parents as to custody and the proposed Parenting Plan submitted by both parties.*

- Petitioner's Parenting Plan proposes that Respondent have alternate weekend time with the children from Friday until Monday and every Wednesday evening for two hours. However, despite requesting joint legal and joint physical custody, her Parenting Plan dictates that she makes all decisions with regard to the children's activities if the

parties do not agree. For transportation, the Petitioner asserts that the Respondent should drive to and from Chillicothe each weekend.

- Respondent's Parenting Plan requests that the parties serve as joint legal and joint physical custodians for the children, but he does object to the children attending Catholic school. His request is that the children have alternate weekends with him with an option for him to have a Monday overnight after Petitioner's weekend. He further requests that if his children should go to an all-virtual schooling due to the COVID pandemic, that he have 50/50 time with the children. The Respondent proposes that the parties meet halfway at the Cameron Police Department for exchanges.

(2) *The needs of the children for a frequent, continuing and meaningful relationship with both parents and the ability and willingness of parents to actively perform the functions as mother and father for the needs of the children.*

- Following the dissolution of marriage proceeding, the Respondent was not allowed time with the children and had to seek an order in October of 2016 from the New Jersey court to receive alternate weekend time with the children. He would fly to Kansas City on Friday, rent a car and drive to Chillicothe to pick up the children for the weekend.

- Respondent asserts that Petitioner does not permit him to participate in decisions for the children, including determination of change of school for XXXXX which was recently done without an inquiry to Respondent.

- Once the children were kept at home due to the COVID pandemic, the Respondent alleges that he requested additional time with the children but was denied by the Petitioner.

- Petitioner asserts that on numerous occasions, the Respondent refused to take the children to their activities. Specifically referenced was a dance recital that the girls missed and a basketball team picture that XXXXX missed.

- It was further referenced that XXXXX is susceptible to motion sickness, so the travel back and forth to Kansas City from Chillicothe has been uncomfortable for him. Despite this, Respondent proposes significant travel for the children for his parenting time.

- There were allegations made that the Respondent involves the children with regard to these legal proceedings.

- There was an issue with regard to unpaid medical expenses by the Respondent. However, the Petitioner admitted that she had not sent to the Respondent the details of those expenses.

- According to the parties' co-parenting therapist, Dawn Kuhlman, Respondent bullies the Petitioner and then the Petitioner disengages from communication on the controverted issue.

(3) *The interaction and interrelationship of the children with parents, siblings and any other person who may significantly affect the children's best interests.*

- Evidence was presented that the children have a great relationship with their maternal grandparents with whom they live. Evidence found that the grandfather makes breakfast for the children each morning because "it is the best breakfast"; that both grandparents attend all children's activities; and that they assist with transportation for the children.

- It was further revealed that the Petitioner is engaged to a man named XXXXXXXX. According to the evidence presented, he has a good relationship with the children and also attends their activities and events. Mr. XXXXXXXX has no children of his own.

- None of Respondent's family currently live in Missouri. Respondent testified that his mother, who currently lives in Canada, was planning to move to Kansas City.

(4) *Which parent is more likely to allow the child frequent, continuing and meaningful contact with the other parent.*

- Following the dissolution of marriage proceeding, the Respondent was not allowed time with the children and had to seek an order in October of 2016 from the New Jersey court to receive alternate weekend time with the children. He would fly to Kansas City on Friday, rent a car and drive to Chillicothe to pick up the children for the weekend.

- Respondent asserts that Petitioner does not permit him to participate in decisions for the children, including determination of change of school for XXXXXX which was recently done without an inquiry to Respondent.

- Once the children were kept at home due to the COVID pandemic, the Respondent alleges that he requested additional time with the children but was denied by the Petitioner.

(5) *The child's adjustment to the child's home, school and community.*

- Petitioner testified that the children have been attending public school, but she is now requesting that they attend Catholic school. Accordingly, that would result in a change for all three children.

- With regard to the community, it is clear from the Petitioner's testimony that the children are involved in multiple activities and have an attachment to the Chillicothe community.

- Since their move to Missouri, the children have lived in the home of the maternal grandparents. The maternal grandparents are building their own home and intend for the Petitioner and children to remain in their current home. The children are established and comfortable in their current home.

(6) *The mental and physical health of all individuals involved, including any history of abuse of any individuals involved. If the Court finds that a pattern of domestic violence as defined in §455.010 has occurred, and, if the Court also finds that awarding custody to the abusive parent is in the best interest of the children, then the Court shall enter written findings of fact and conclusions of law. Custody and visitation rights shall be ordered in a manner that best protects the children and any other child or children for whom the parent has custodial or visitation rights and the parent or other family household member who is the victim of domestic violence from any further harm.*

- The Court finds that there is no mental or physical health issue regarding either parent to be considered in this matter.

- Although there was some reference to an issue of potential domestic violence during the term of the marriage, the Court further finds that there is not a pattern of domestic violence to be considered by this Court in making its determination on custody, parenting time and visitation.

(7) *The intention of either parent to relocate the principal residence of the children.*

- Based upon the testimony in this case by the Petitioner that she intends to stay in Chillicothe and will probably remain in the home where she and the children currently reside, there does not appear to be an intention to relocate the children.

- The Respondent currently lives in a rental apartment which is comfortable for the children's needs. Respondent did not testify about any potential move.

- The Respondent has asserted that he would like to move the children to Kansas City to live with him.

(8) *The wishes of the children as to the children's custodian.*

- No motion was made for the Court to speak to the children about their experiences with either parent, and accordingly, the Court received only minimal evidence regarding the children's wishes.

47. After evaluating the analysis set forth above, this Court agrees with the proposal by both parties that they serve as joint legal and joint physical custodians of the minor children. This Court further determines that Mother's address shall serve as the address for the children for purposes of school and mailing address.

48. This Court further finds that the Parenting Plan set forth below provides both parents with frequent, continuing and meaningful contact with their children and serves the best interest of the children.

### **PARENTING PLAN**

#### **I. LEGAL CUSTODY**

*Mother and Father shall share joint legal custody of the minor children. The parties will confer with each other and agree to share equally the significant decisions regarding the health, education and welfare of the children.*

*Recognizing the needs of the children for a frequent continuing, and meaningful relationship with each parent, both parents shall use their best efforts to foster the respect, love, and affection of the minor children toward each parent and shall cooperate fully in implementing a relationship with the children that give the children the maximum feeling of security.*

*Each parent shall accommodate the social commitments of the children. Each parent shall cooperate in order for the children to have frequent, continuing, and meaningful contact with both parents, to ensure that there shall be affection and respect between the children and the parents. Each parent agrees to take no action which would demean the other. The parents shall set aside any issues and feelings of mutual antipathy and discord toward each other for the sake of cooperating equally in the rearing of the children. The parents shall not shout or denigrate the other while in the children's presence or while in the presence of significant other. The parents are*

*obligated to consider the best interests of the children and not their own when making decisions which affect their children. The parents shall not ask the children to engage in any conduct that is in any way secretive or which would be reasonable objectionable to the other parent.*

*As used herein, the following definitions shall apply:*

- 1. Petitioner is [REDACTED] hereinafter referred to as Petitioner and/or Mother.*
- 2. Respondent is [REDACTED], hereinafter referred to as Respondent and/or Father.*
- 3. "Child" and/or "children" refers to the un-emancipated child, namely:*

*XXXXX [REDACTED] born in 2010;*

*XXXXX [REDACTED] born in 2012; and*

*XXXXX [REDACTED] born in 2015.*

#### ***A. DECISION MAKING***

*1. Routine & Minor Decisions: Each parent with whom the children are exercising parenting time shall make routine and minor parenting decisions. However, during any medical emergencies, the other parent must be notified as quickly as possible.*

*2. Major Decisions: The parties shall confer with each other and attempt to make a joint decision regarding the minor children. In the event the parties are unable to make a joint decision, the parties shall discuss the decision in their co-parenting therapy and/or take the issue to mediation. However, the decisions regarding the children's activities will be made as set forth in this Parenting Plan in "School, Organized and Extracurricular Activities".*

*3. Communication: The parents shall communicate with each other for the best interests of their children and shall establish healthy, appropriate boundaries for the parent-child relationship. All communications regarding the children shall be between the parents and the parents will not use a child as a messenger to convey information, ask questions or set up*

*parenting time changes. When a party requests information regarding the children, the other parent shall respond with appropriate information within forty-eight (48) hours of said request. The parties shall be aware of their boundaries when talking with the children and shall refrain from discussing parenting issues or adult matters with or around the children. The parties shall limit their communication to matters directly involving their minor children, such as issues involving the children's health, education and general welfare. Both parents shall be respectful of the other in these communications, and neither shall use their communications to harass the other. Further, when communicating with one another, the parties shall utilize the BIFF approach (brief, informative, friendly and firm), so as to minimize high conflict situations. Both parties shall be listed on all contact information so they can speak with the school, health providers, and coaches directly.*

*Except in the case of an emergency, communication between the parties shall occur through the Our Family Wizard program. The parties shall communicate through the Our Family Wizard program regarding the children's health, education and general welfare. They shall communicate via Our Family Wizard immediately to the other parent when an appointment is scheduled for one of the children and when a child has been seen by the doctor (non-emergency). This will ensure that the parties are in the loop on issues involving their children. The parties shall also utilize the Information Bank, My Files, and Expense Log tools on the website to have a future record of all potentially reimbursable expenses in order to mitigate the necessity to litigate in the future over such expenses matters. If a party does not have the capability of scanning a required document and attaching the electronic version for posting to the website, he or she shall post a description of the document on Our Family Wizard and mail a hard copy of the document by regular first class mail on the day following the posting of the*

*electronic announcement. The parties shall purchase a one (1) year subscription at the then current subscription cost, which they will each renew every year until the last child reaches eighteen (18) years of age or is emancipated, whichever occurs earlier, and each party shall preserve the original of any scanned document that is posted for three (3) years.*

*Within forty-eight (48) hours of receipt of a request or the notification from one parent, the receiving parent shall confirm that the information was in fact received and provide an appropriate response. The intent here is to ensure the children are not in limbo due to the parents' inability to communicate effectively and to further prevent a parent from claiming that they "did not know" certain necessary information, and to ensure that both parents are on the same page regarding the minor children's overall wellbeing. Absent an emergency, neither shall send more than one OFW communication a day.*

*In the case of an emergency, such that a party is taking a child to urgent care or the emergency room or other major injury or inclement weather for the exchange of the minor children, the parties are to communicate by text message or telephone immediately upon the stabilization of the minor child.*

*In the case of exchanging the minor children, if a party is going to be more than fifteen (15) minutes late, they will send a text message to the waiting party. Upon receipt of the text message, the receiving party shall respond with a text so the sending party knows it was received.*

4. *Notice, Attendance, and Obligations for Special Events:* *Each party shall proactively seek information from the school by providing contact information and signing up for any available email lists, list-serves and text message alerts to stay informed as to special events and general announcements at the school.*

5. Access to Medical Records: Both parents shall have complete access to the children's medical, dental, vision and psychological records.

6. Medical Care Routine: Each parent shall provide proper medical routine health and dental care to the children as needed while residing with that parent.

7. Notice of Illness and Injury: Each parent shall promptly inform the other of any medical or dental condition of the children as needed while residing with that parent.

8. Conferring Regarding Major Medical Decisions: Each parent shall inform the other in advance of any proposed medical or healthcare for the children. The parents shall consult each other and agree prior to obtaining significant medical and dental treatment for the children. In the event the parties are unable to make a joint decision, the parties shall follow the advice of the treating physician. However, emergency care may be authorized without the other parent's prior consent.

9. Medical Providers: The current treating doctors shall continue to treat the children unless both parents agree a change is necessary or insurance requires a change.

10. School Attendance: The minor children shall attend public school(s) at the address designated from Mother's address.

11. School Records: Both parents shall have complete access to the children's school records. Each party shall proactively seek information from the school by providing contact information and signing up for any available email lists, list-serves and text message alerts. In the event that information is not distributed via email, list-serve or text alerts, the parent who receives information from the school shall provide the other parent with said information.

12. School, Organized and Extracurricular Activities: Mother shall make decisions regarding all the children's extracurricular activities except for the one weekend each month

*that the children are in Kansas City with their Father. Father shall make all decisions regarding the children's extracurricular activities for the weekend that the children are in Kansas City each month with him. The parties shall share the cost of extracurricular activities with Father paying 77% and Mother paying 23%. The parties shall communicate information concerning those activities to each other via Our Family Wizard. Mother shall not enroll the children in more than one sport (soccer, basketball, etc.), one musical instrument and one social activity (Girl Scouts, Boy Scouts, 4-H, etc.) per season. Additionally, both girls currently have historically participated in dance nine (9) months of the year and may continue if they choose to do so. A temporary overlap of seasons shall be permissible and shall not be deemed to be participating in two sports.*

13. Passports: *The children shall not be issued passports until further order of the Court.*

14. Individual Therapy: *Mother may evaluate the potential for individual therapy for the children. She shall keep Father apprised of said evaluation through Our Family Wizard and shall not enroll the children without the consent of Father. The expense for individual therapy shall be divided pursuant to the section of this Parenting Plan dealing with the sharing of non-covered medical expenses.*

## **II. PHYSICAL CUSTODY AND SHARING OF PARENTING TIME**

*Mother and Father shall share joint physical custody of their minor children, with Mother's address designated as the address of the children for educational and mailing purposes.*

## **A. WEEKLY SCHEDULE**

*Mother and Father shall each enjoy frequent, meaningful and continuous parenting time with the minor children. Father shall exercise parenting time as follows:*

1. *Every first and third weekend of the month from Friday at 5:00 p.m. until Sunday 5:00 p.m. For the first weekend of each month, Father may take the children to stay with him in Kansas City. For the third weekend of each month, Father is to travel to Chillicothe and enjoy parenting time with the children in Chillicothe. On the third weekend, the children **shall** attend all their scheduled extracurricular events and Father shall take them to each activity. Because this parenting schedule will require Father to purchase a hotel room for the weekend, he shall be given a deduction of \$125.00 each month from his child support obligation in recognition of that expense.*

a. *If the first day of the month falls on Friday or Saturday then that weekend is designated as the first weekend of the month.*

b. *If the first day of the month falls on a Sunday, then the first weekend shall start the following Friday.*

2. *Because Father travels for his employer and his territory is from St. Louis, Missouri to Lincoln, Nebraska, he may plan time to spend with the children when he is traveling near Chillicothe. During the school year, these visits may be from after school until 8:00pm and during the summer can be from noon until 8:00pm. Said "traveling visits" can be no more than one time per week, and Father shall give Mother notice at least seven (7) days in advance of any such visit. During such visits, Father **shall** take the children to all their scheduled activities during this "traveling visit" parenting time.*

**B. VACATION / SUMMER SCHEDULE**

1. *During the minor children's summer recess from school, both Mother and Father may each have two (2), non-consecutive, one-week periods of parenting time for the purposes of vacation time with the minor children. The parties may schedule their vacation parenting time adjacent to a weekend that they are scheduled to be with the children. The seven (7) days would begin at the conclusion of their regular weekend parenting time. The parties shall not schedule their summer vacation time while on the other parties' Holiday Time (as set forth below) unless agreed by both parties. The exchange time for the vacation parenting time shall be 7:00pm at both the beginning and end of the parenting time.*

2. *In even-numbered years, Mother shall give written notice to Father of her two (2) non-consecutive weeks by April 1 of that even-numbered year, and Father shall give written notice to Mother of his two (2) non-consecutive weeks by May 1 of that even-numbered year.*

3. *In odd-numbered years, Father shall give written notice to Mother of his two (2) non-consecutive weeks by April 1 of that odd-numbered year, and Mother shall give written notice to Father of her two (2) non-consecutive weeks by May 1 of that odd-numbered year.*

**C. HOLIDAYS & SPECIAL EVENTS SCHEDULE**

*Unless otherwise agreed to by the parties, the parties shall abide by the following Holiday Parenting Schedule:*

*Mother's Day*

*The children shall be with Mother from 7:00 pm Saturday until 7:00 pm Sunday. (Because Mother's Day is the second Sunday in May, this should coordinate with the parties' alternating weekend schedule).*

Father's Day

*The children shall be with Father from 7:00 pm Saturday until 7:00 pm Sunday. (Because Father's Day is the third Sunday in June, this should coordinate with the parties' alternating weekend schedule. Further, because this the third weekend of the month, the parenting time shall be in Chillicothe).*

Children's Birthdays

*Each parent shall celebrate each child's birthday on their regularly scheduled parenting time closest to each birthday.*

Easter

*The children shall spend Easter with Mother all years from Saturday at 7:00pm until Sunday at 7:00 pm.*

Independence Day

*In even-numbered years the children shall be with Mother from July 4 at 9:00 am until July 5 at 7:00 pm. In odd-numbered years the children shall be with Father from July 4 at 9:00 am until July 5 at 7:00 pm. Due to the short time frame of this holiday, Father will exercise said holiday in Chillicothe unless it falls adjacent to his regularly scheduled weekend parenting time in Kansas City.*

Thanksgiving

*In even-numbered years the children shall be with Mother from the end of school until Sunday at 5:00pm. In odd-numbered years the children shall be with Father from 5:00pm on the last day of school before the holiday until Sunday at 5:00pm. On Father's years, he may take the children to Kansas City or on a trip for this holiday. If Father and the children are to take a trip, he shall follow the provisions for such travel as set forth in this Parenting Plan.*

Memorial Day

*In even-numbered years, the children shall be with Mother from the end of school until Labor Day at 7:00 pm. In odd-numbered years, the children shall be with Father from 7:00pm on the last day of school before the holiday until Labor Day at 7:00 pm. On Father's years, he may take the children to Kansas City for this holiday.*

### Labor Day

*In even-numbered years, the children shall be with Father from 7:00pm on the last day of school before the holiday until Labor Day at 7:00 pm. In odd-numbered years, the children shall be with Mother from the end of school until Labor Day at 7:00 pm. On Father's years, he may take the children to Kansas City for this holiday.*

### Spring Break

*In even-numbered years, the children shall be with Father from Saturday at noon following the last day of school until the following Saturday at 7:00 pm. In odd-numbered years, the children shall be with Mother during their Spring Break. On Father's years, he may take the children to Kansas City or on a trip for this holiday. If Father and the children are to take a trip, he shall follow the provisions for such travel as set forth in this Parenting Plan.*

### Winter Break

*All years, the children shall be with the Mother from end of school until December 28 at 3:00pm. The children shall be with Father from December 28 at 3:00pm until 3:00 pm on the day prior to school re-commencing. On Father's time, he may take the children to Kansas City or on a trip for this holiday. If Father and the children are to take a trip, he shall follow the provisions for such travel as set forth in this Parenting Plan.*

### Eid-ul-Fitr Holiday

*All years with Father from 1:00pm if no school, or at 5:00pm if the children are in school, on the day before until 8:00pm on the day of the holiday.*

### Eid-ul-Adha Holiday

*All years with Father from 1:00pm if no school, or at 5:00pm if the children are in school, on the day before until 8:00pm on the day of the holiday.*

### Prophet's Birthday

*All years with Father from 1:00pm the day before if no school, or at 5:00pm if the children are in school, until 8:00pm on the day the holiday.*

Halloween

*Even-numbered years with mother and odd-numbered years with Father from the end of school until 8:00pm. If the next day is not a school day, Father can keep the children until 10:00am. Due to the short time frame of this holiday, Father will exercise said holiday in Chillicothe.*

Monday Holidays

*On Martin Luther King Day and President's Day, the parent exercising parenting time shall keep the children until Monday at 5:00pm.*

**D. GENERAL GUIDELINES**

1. Telephone Access: *The minor children shall be able to call either parent whenever they desire via cell phone, skype or facetime. The parent not exercising parenting time shall be able to call the children each night until 7:00 p.m. Calls shall be limited to once per day and calls shall be used to catch-up with the children and not be used to proselytize any specific religion.*

2. Exchanges: *The parties shall meet at a half-way point between Kansas City and Chillicothe with cameras (such as a police station or Quik Trip) to exchange the children.*

3. Parties' Behavior in Children's Presence: *The parties shall refrain from criticizing the other party in front of their children and from urging the children to request any change in parenting time. Each party shall listen to and consider the desires of the children but are not directed to change parenting time because of such desires. This is designed to avoid placing any responsibility as to resolving disputes between the parties upon the children.*

4. Telephone Number and Address Changes: *Each party shall keep the other informed of a primary telephone number, e-mail address, place of employment and residential address at all times.*

5. Travel Notification: Each parent will notify the other parent if they travel with the minor children further than one hours travel from the parent's home within 24 hours of **planning** the trip. Said notification shall include mode of transportation with flight number, if applicable, city, address of where an overnight is taking place, if any and the names of any other adults included in said trip. The children shall not travel outside the continental United States without the written approval of both parents.

#### **E. HEALTH CARE EXPENSES**

Father shall provide health and dental insurance for the minor children.

1. Non-Covered Costs: Mother shall be responsible for 23% and Father shall be responsible for 77% of the cost, expense or charges for all medical, dental, orthodontic, endodontic, prescription, optical, psychiatric, psychological, nursing, counseling and other health care expenses incurred by or on behalf of a child deemed medically necessary by the child's physician to the extent that such medical costs are actually incurred and are not fully covered or not fully paid or reimbursed by the Health Benefit Plan.

2. Mechanism for Paying Costs of Non-Covered Care: The parent obtaining the non-covered care shall provide a copy of each bill to the other parent and submit covered expenses to the insurer for payment. If a co-payment is required at the time of service, the parent shall maintain the receipt for the co-pay amount. All communication of such expenses shall be made through Our Family Wizard.

The parent shall also send the other parent a copy of the Explanation of Benefits showing the amount paid or denied. Within 30 days of receipt of said Explanation of Benefits, each parent shall pay his or her share of the amount owed to the medical provider and reimburse the other parent the appropriate portion of the amount advanced by that parent. If the amount owed to the

*medical provider cannot be paid in full within 30 days, each parent shall arrange payment for his or her share of the expenses.*

*If a parent incurs attorney fees or expenses because the other parent failed to timely comply with the plan provisions, the non-complying parent may be required to pay the other parent's attorney fees and costs in enforcing this provision..*

3. *Insurance Information and Cards:* *The party that has insurance coverage on the minor children shall provide the other party written notice of the identity of all insurers and the serial or other identifying numbers of said insurance and a card to use in obtaining health care for the children.*

***F. CHILD SUPPORT***

*Father shall pay Mother child support via an automatic wage withholding through the Family Support Payment Center.*

***G. CHILD CARE***

*If Mother secures full-time employment and incurs cost for work-related childcare, such expenses shall be divided with Father paying 77% and Mother paying 23%. Mother shall make said payments directly to the provider and provide expense notification for reimbursement to Father via Our Family Wizard. .*

***H. TAX DEDUCTIONS***

*Mother shall be entitled to exempt, claim and deduct all three minor children each and every year for federal, state and local tax purposes.*

***I. DISPUTE RESOLUTION***

*In the event that the parties cannot agree regarding any of the above decisions affecting the welfare of the minor child, then they shall submit their dispute to mediation at the earliest*

*possible time with an agreed-upon mediator. In the event that the parties cannot agree upon a mediator, their dispute shall be mediated by a mediator upon whom their attorneys have agreed. Any cost associated with mediation shall be equally divided by the parties.*

**J. MISCELLANEOUS**

*If either party marries, that party's spouse shall be apprised of the terms of this Parenting Plan; and that party shall exert every reasonable effort to ensure that his or her spouse honors and respects the terms of this plan. Recognizing the needs of the children for a continuing relationship with each parent, both the Mother and the Father shall use their best efforts to foster the respect, love and affection of the children towards each other and shall cooperate fully in implementing a relationship with the children that will give them a maximum feeling of security. Neither Mother nor Father shall take any action which will demean the other.*

**K. FAMILY ACCESS**

*In the event of noncompliance with this order, the aggrieved party may file a verified motion for contempt. If custody, visitation, or third-party custody is denied or interfered with by a parent or third party without good cause, the aggrieved person may file a family access motion with the court stating the specific facts that constitute a violation of the custody provisions of the judgment of dissolution, legal separation, or judgment of paternity. The circuit clerk will provide the aggrieved party with an explanation of the procedures for filing a family access motion and a simple form for use in filing the family access motion. A family access motion does not require the assistance of legal counsel to prepare and file.*

**L. RELOCATION**

*Neither parent shall be permitted to remove the child from the child's legal residence either permanently for any period of time or temporarily for more than ninety (90) days without*

*first providing notice to the other parent as required by Section 452.377 as that section may be modified from time to time in the future. Said Section reads as follows:*

*1. For purposes of this section and section 452.375, relocate or relocation means a change in the principal residence of a child for a period of ninety days or more, but does not include a temporary absence from the principal residence.*

*2. Notice of a proposed relocation of the residence of the child, or any parent entitled to custody or visitation of a child, shall be given in writing by certified mail, return receipt requested, to any parent with custody or visitation rights. Absent exigent circumstances as determined by a court with jurisdiction, written notice shall be provided at least sixty days in advance of the proposed relocation. The notice of the proposed relocation shall include the following information:*

- a. The intended new residence, including the specific address and mailing address, if known, and if not known, the city;*
- b. The home telephone number of the new residence, if known;*
- c. The date of the intended move or proposed relocation;*
- d. A brief statement of the specific reasons for the proposed relocation of a child, if applicable; and*
- e. A proposal for a revised schedule of custody or visitation with the child, if applicable.*

*3. A parent required to give notice of a proposed relocation pursuant to subsection 2 of this section has a continuing duty to provide a change in or addition to the information required by this section as soon as such information becomes known.*

*4. The court shall consider a failure to provide notice of a proposed relocation of a child as:*

- a. A factor in determining whether custody and visitation should be modified;*

b. *A basis for ordering the return of a child if the relocation occurs without notice; and*

c. *Sufficient cause to order the parent seeking to relocate a child to pay reasonable expenses and attorney's fees incurred by the parent objecting to the relocation.*

5. *The residence of a child may be relocated sixty days after providing notice, as required by this section, unless a parent files a motion seeking an order to prevent the relocation within thirty days after receipt of such notice. Such motion shall be accompanied by an affidavit setting forth the specific factual basis supporting a prohibition of the relocation. The person seeking relocation shall file a response to the motion within fourteen days, unless extended by the court for good cause, and include a counter-affidavit setting forth the facts in support of the relocation as well as a proposed revised parenting plan for a child.*

6. *The parent seeking to relocate shall have the burden of proving that the proposed relocation is made in good faith and is in the best interest of a child.*

7. *Violation of the provisions of this section or a court order under this section may be deemed a changed of circumstance under Section 452.410 R.S.Mo. (as amended), allowing the court to modify the prior custody decree. In addition, the court may utilize any and all powers relating to contempt conferred on it by law or rule of the Missouri Supreme Court.*

**M. VISITATION ENFORCEMENT**

*Pursuant to Section 452.425 R.S.Mo. 1999, the sheriff or other law enforcement officer shall enforce the rights of any person to custody and visitation ordered herein. Such sheriff or law enforcement officer shall not remove the child from a person who has actual custody of the child unless such sheriff or officer is shown a court order or judgment which clearly and convincingly verifies that such person is not entitled to the actual physical custody of the child, and there are no other exigent circumstances that would give the sheriff or officer reasonable*

*suspicion to believe that the child would be harmed or that the court order presented to the sheriff or officer may not be valid.*

*END OF PARENTING PLAN*

**CHILD SUPPORT**

49. In order to determine child support in this case, the Court continues to impute to Petitioner an annual salary of \$50,000.00. However, because the maternal grandparents appear to be actively involved in the children's care, the Court does not impute childcare in the calculation of child support as it appears from the testimony that the maternal grandparents would provide such assistance without expense to Petitioner.

50. The Court utilizes Exhibit A to calculate Respondent's current income at \$18,333.00 per month.

51. As set forth in the Parenting Plan, the Court provides Respondent a \$125.00 per month cost consideration in the child support calculation to partially offset the expense he will incur in securing a hotel room for the times he will have parenting time with the children in Chillicothe.

52. As set forth in the Court's Exhibit A, the presumed child support calculation with the incorporation of \$1,000.00 per month in maintenance, is \$2,054.00 per month. Respondent shall pay said amount to Petitioner, via income withholding, beginning October 1, 2020 and continuing thereafter until further order of the Court.

IT IS SO ORDERED: \_\_\_\_\_

\_\_\_\_\_  
W. ANN HANSBROUGH  
ASSOCIATE CIRCUIT JUDGE

