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# COMPREHENSIVE PARENTING PLAN FORMAT – AS REVISED – 2015

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# COMPREHENSIVE PARENTING PLAN FORMAT – AS REVISED - 2015

## **CHILD CUSTODY AND TIMESHARING PROVISIONS**

### **I. CHILD CUSTODY AND PLACEMENT**

The father and mother shall have joint custody of their child<sup>1</sup> (with “joint custody” being defined by law<sup>2</sup>), with the (father) (mother) to have the primary placement of this child, and with the (father) (mother) to have secondary placement of this child to include an agreed-upon child timeshare arrangement pursuant to the terms, provisions and conditions set forth in the parties’ agreement, below. – or –

The (father) (mother) shall have sole custody of the parents’ minor child (with “sole custody” being defined by law<sup>3</sup>) with the (father) (mother) to have the primary placement of this child, and with the (father) (mother) to have an agreed-upon child timeshare arrangement pursuant to the terms, provisions and conditions set forth in the parties’ agreement, below.

### **II. PARENTS’ COOPERATION REGARDING “MAJOR DECISIONS”, “SIGNIFICANT CHILD ISSUES” AND “ROUTINE PARENT-CHILD ISSUES” AFFECTING THE PARTIES’ CHILD**

**A.** When “major decisions”, as defined by law, are to be made affecting the life, well-being or essential best interests of their child, both parents will communicate with one another, with reasonable notice being provided in advance of such major decision (“reasonable notice” shall be provided in writing<sup>4</sup> either by text message or e-mail or the “parent notification process” addressed below, or, in the event of a medical emergency or other emergent condition or situation directly involving and affecting that child, via telephone or cellular phone).

**B. 1.** For the purposes of this agreement, it is understood and acknowledged that in the event of a disagreement the (father) (mother) will have the decision-making authority on these “major decisions” affecting their child, subject to the “right-to-challenge” provisions set forth in subparagraphs B.2. and B.3., immediately below, in the event the (father) (mother) has

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<sup>1</sup> Use of the term “child” or “children” may be used interchangeably throughout this document, but shall refer to, and mean collectively, all children of these parties.

<sup>2</sup> **SECTION 63-15-210.** Definitions.

As used in this article: (1) **“Joint custody”** means both parents have equal rights and responsibilities for major decisions concerning the child, including the child’s education, medical and dental care, extracurricular activities, and religious training; however, a judge may designate one parent to have sole authority to make specific, identified decisions while both parents retain equal rights and responsibilities for all other decisions.

<sup>3</sup> (2) **“Sole custody”** means a person, including, but not limited to, a parent who has temporary or permanent custody of a child and, unless otherwise provided for by court order, the rights and responsibilities for major decisions concerning the child, including the child’s education, medical and dental care, extracurricular activities, and religious training.

<sup>4</sup> “Written notice”, or use of the words “written” or “in writing”, throughout this agreement can be made in the form of electronic notice via a text message or email or through any other mutually agreed-upon electronic “parent notification” process.

a fundamental disagreement with the (father's) (mother's) decision.

[Optional] Based upon the parties' agreement regarding their child's primary placement being with the (father) (mother), and barring any future modification of this agreement by the family court, it is agreed that their child shall attend the schools in the school district of the (father's) (mother's) primary residence.

[Optional] The parents agree that their child's "attending a church" differs from their child becoming a formal member of, or joining that church; consequently, their child's formal joining of a church or a religious organization through actions such as baptism must be mutually agreed upon by the parents.

2. In the event the parties have a fundamental disagreement regarding these "major decisions" affecting their child, and barring an emergent condition which may warrant immediate action (see paragraph B.3., below), the parents shall first attempt to resolve their disagreement expeditiously through an alternative dispute resolution (ADR) process [e.g., mediation or court-approved arbitration by mutual agreement, or through a family counseling service], and if that ADR process fails, either parent would always retain the right to file a request for an emergency or an expedited hearing with the family court to seek a court resolution of this contested "major decision".

3. In the event the ADR option in paragraph B.2., above, is unsuccessful, then either parent (as the "challenging parent") would always retain the right to file a request for an emergency or an expedited hearing with the family court to seek a court resolution of this contested "major decision"; and if such a family court action is commenced by the challenging parent, both parties stipulate and agree that the "non-prevailing [losing] party" (as determined by the family court judge's decision on this emergency filing) shall be required to pay all of the "prevailing party's" attorney's fees and related litigation costs incurred in the defense or prosecution of this emergency or expedited motion; provided however, any award of such fees may still be subject to such allocation as the family court judge deems appropriate.

**C.** When day-to-day "routine parenting decisions" are to be made affecting their child (such as meals, completing school/homework assignments, curfews and bedtime), then the parent with whom the child is then immediately staying shall have the right to make those daily routine decisions without having to first consult with the other parent; provided that, both parents stipulate and agree they shall (1) endeavor to maintain in their respective households uniformity in the child's bedtimes and (2) make certain that, when and as grade-appropriate, any and all of their child's school-related homework and assignments are fully and timely completed by that child in their immediate care.

### **III. CHILD MAY ATTEND CHILD COUNSELING SESSIONS**

**A.** If applicable going forward in time, the parents agree to cooperate fully and completely with the child's therapist(s) to address any concerns or parent-child issues that child may have or be experiencing resulting from the parents' interpersonal relationship with one another or from that child's relationship with either parent.

**B.** It is acknowledged, stipulated and agreed by the parents that they will fully cooperate with any and all recommendations of the child's therapist(s) (1) by attending all counseling sessions (if feasible based on the time and distance between their respective residences and the scheduled counseling sessions) where their presence is requested by the

therapist(s), (2) by complying with all the therapist's recommendations affecting the child, and (3) by making certain the child is neither hindered, nor influenced, nor prevented, in any manner whatsoever, from making truthful statements and admissions to the therapist(s).

**C.** The parents acknowledge and stipulate that the relationship between the therapist and their child creates a professional, confidential relationship which is recognized and protected, as a matter of law. Notwithstanding this privileged child-therapist relationship, the parents further stipulate and agree to immediately execute any release, HIPAA-related form, and/or any other document necessary or required by the therapist to release case file records, reports, or evaluations to the family court, the parents' attorneys of record, the Guardian ad Litem for the child, or any other professionals directly involved in these child-related issues.

**D.** If health insurance coverage is currently available, the costs for these sessions shall be submitted through the child's current health care provider.

#### **IV. NOTIFICATION TO THE OTHER PARTY IN THE EVENT OF A MEDICAL AND/OR MENTAL HEALTH EMERGENCY AFFECTING A PARENT**

If, during a time when the child is in the immediate placement of the mother or father, that parent experiences a medical and/or mental health emergency so as to become incapacitated and incapable of providing care for the child, the other parent shall be immediately notified of the emergent condition (1) by a "statutory reporter"<sup>5</sup> for a child whose safety, health or welfare is threatened because of a parent's condition, (2) by the emergency medical responder or the party's mental health provider, (3) by the parties' child, as age appropriate, or (4) by another family member or third party who may have immediate knowledge or notice of the incapacitated parent's condition.

#### **V. MEDICAL EMERGENCIES INVOLVING THE CHILD**

**A.** In the event of a medical emergency or "serious illness"<sup>6</sup> involving the child who is in the immediate care of a parent, that parent may make appropriate decisions and is granted the authority to sign all appropriate documents necessary to protect the safety, health and welfare of the child, including the parents' execution of any HIPAA-related form, and/or any other document necessary or required by the attending physicians or emergency care workers to grant permission for any emergency procedures. This is not to undermine the other parent's authority, but rather may be a necessity to protect their child.

**B.** In such an event, the parent with the child shall make *all reasonable and immediate efforts to contact the other parent regarding this medical emergency*, but shall have the authority to act and shall not delay in protecting the child from possible harm. Each parent shall sign and provide the other parent with such information or forms as may be required by, but not otherwise reasonably available to, the other parent, necessary to allow the fulfillment of this requirement. **This includes, but is not limited to, such items as insurance cards, medical appointments, work schedules, general releases of information regarding the child.**

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<sup>5</sup>South Carolina Code Ann. §63-7-310 (2008) sets forth, in part, a listing of required "reporters" in the event a child is neglected or threatened with possible neglect.

<sup>6</sup> A "serious illness" shall mean any illness which confines the child to a bed for more than one day.

**VI. PARTIES MAY AGREE TO UTILIZE A “PARENT NOTIFICATION” SOFTWARE PROGRAM – PARENTS MAY ALSO AGREE TO USE AND/OR INSTALL A COMPUTER “WEBCAM”**

**A.** In a good faith effort to coordinate their scheduling and activities notification involving their child, the mother and father may mutually agree to purchase and utilize a “parent notification” computer software program, such as “OurFamilyWizard.com”, or some similar internet-based program. Each parent shall pay their own separate costs for the purchase and use of this program.

**B.** The parents may mutually agree to use a “webcam-type” device (e.g., Skype) on their home computers or on their iPads (e.g., Facetime) in order to facilitate computer-generated or cellular phone-generated “video visits” between the parents and their child while the child is staying with the other parent.

**VII. CHILD’S RESIDENTIAL DESIGNATION FOR STATE AND FEDERAL STATUTES**

For the purposes of the parties’ agreement, the State of South Carolina shall be considered both the child’s “residential home state” and the child’s “habitual residence”. THIS DESIGNATION SHALL NOT AFFECT EITHER PARENT’S RIGHTS AND RESPONSIBILITIES UNDER THIS CUSTODY/PLACEMENT PLAN.

**VIII. SOUTH CAROLINA SHALL BE CONSIDERED TO BE THE “ISSUING STATE” FOR JURISDICTIONAL PURPOSES – NULLITY IN THE EVENT BOTH PARENTS ARE NO LONGER SOUTH CAROLINA RESIDENTS**

**A.** These parties acknowledge and agree that, pursuant to the *South Carolina Uniform Child Custody Jurisdiction and Enforcement Act (SCUCCJEA), Sections 63-15-300, et.seq., SCCA (Supp.2008)*, the State of South Carolina shall be designated as, and considered to be, the “issuing state” affecting issues of child custody for all jurisdictional purposes in the event any future litigation is filed by either parent seeking a modification of the terms and conditions of this agreement based upon a substantial or material change of circumstances.<sup>7</sup>

**B.** Provided however, in the event *both* parents are no longer domiciled in, nor citizens and residents of, the State of South Carolina, and also that their minor child (the affected child) is no longer residing in the State of South Carolina (“residing” as defined by law), then this SCUCCJEA provision shall have no further force and effect on possible future litigation in which a parent seeks a modification of the terms and conditions of this agreement, and in that event “the affected child’s home state designation”, or other involved state jurisdictional issues, shall need to be resolved and reconciled in accordance with the laws of those states in which these parties and the affected child are then residing at the commencement of this subsequent modification action.

**IX. APPLICATION OF THE INTERNATIONAL PARENTAL KIDNAPING CRIME ACT OF 1993 AND THE HAGUE CONVENTION ON THE CIVIL ASPECTS OF INTERNATIONAL CHILD ABDUCTION<sup>8</sup>**

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<sup>7</sup> See *South Carolina Code Ann. §63-15-330 (Supp.2008)*.

<sup>8</sup> SECTION 63-15-350. Definitions.

A. In reaching their agreement on all parenting issues, these parents stipulate and acknowledge it is unforeseen that either parent may ever have to resort to the use of the International Parental Kidnapping Crime Act of 1993 (“IPKCA”)<sup>9</sup> and/or the Hague Convention on the Civil Aspects of International Child Abduction, done at the Hague on October 25, 1980 (“Hague Convention”)<sup>10</sup> in matters directly affecting or relating to their child; nevertheless, in a good faith effort to allay either parent’s concern in this regard, the parties have agreed to the following provisions:

1. Both parents expressly stipulate and agree that, for any future involvement of, or for court or criminal enforcement purposes related to, either the IPKCA or the Hague Convention, the child’s “ordinary residence” shall at all times for the purposes of this mediation agreement be considered to be the (father’s) (mother’s) home residence, and the State of South Carolina shall be considered to be both the child’s “residential home state” and the child’s “habitual residence”.

2. Notwithstanding any issues relating substantively or procedurally to any possible federal preemption in matters involved with the Hague Convention, both parties further stipulate and agree that, to whatever degree and extent permissible by law, the United States of America and the State of South Carolina are the exclusive, sole and correct legal forums for the resolution of any and all issues affecting any and all matters relating to the custody and placement of these parents’ child.

B. If the actions of a parent (as the “violating parent”) are judicially proven by the other parent (as the “prevailing parent”) to have constituted a violation either of the IPKCA and/or the Hague Convention, then in addition to any civil or criminal penalties imposed upon the violating parent by a court of competent jurisdiction, the violating parent also stipulates and

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As used in this subarticle:

(1) "Petitioner" means a person who seeks enforcement of an order for return of a child under the Hague Convention on the Civil Aspects of International Child Abduction or enforcement of a child custody determination.

(2) "Respondent" means a person against whom a proceeding has been commenced for enforcement of an order for return of a child under the Hague Convention on the Civil Aspects of International Child Abduction or enforcement of a child custody determination.

**SECTION 63-15-352.** Enforcement under Hague Convention.

Under this subarticle a court of this State may enforce an order for the return of the child made under the Hague Convention on the Civil Aspects of International Child Abduction as if it were a child custody determination.

<sup>9</sup> The **International Parental Kidnapping Crime Act 1993 (IPKCA)** is a [United States federal law](#). This law makes it a federal [crime](#) to remove a child from the [United States](#) or retain a child outside the United States with the intent to obstruct a parent's [custodial rights](#), or to attempt to do so (See 18 U.S.C. § 1204.) This crime is punishable by up to three years in prison.

<sup>10</sup> The **Hague Convention on the Civil Aspects of International Child Abduction**, or **Hague Convention** is a [multilateral treaty](#) developed by the [Hague Conference on Private International Law](#) that provides an expeditious method to return a child [internationally abducted](#) from one member nation to another. The primary intention of the Convention is to preserve whatever [status quo child custody](#) arrangement existed immediately before an alleged wrongful removal or retention thereby deterring a [parent](#) from crossing international boundaries in search of a more sympathetic court. The Convention applies only to children under the age of 16.



agrees to pay any and all litigation fees and related litigation costs incurred by the prevailing parent in the enforcement of this action.

**X. CHILD’S PERSONAL IDENTIFICATION DOCUMENTS FOR ACCESS AND/OR USE BY THE PARENTS FOR FOREIGN TRAVEL – ENFORCEMENT OF PROVISION FOR FOREIGN TRAVEL**

**A.** The (father) (mother) shall have exclusive possession of the minor child’s original personal identification documents, including birth certificate, social security card, and passport if issued (collectively, the “Personal Identification Documents” or “PIDs”).

*Parents’ use of their child’s PIDs for foreign travel:*

**B.** 1. (a) In the event that either parent (the “traveling parent”) desires to travel outside of the United States of America with their minor child for reasonable periods of time, they will first obtain the written consent of the other parent (the “non-traveling parent”), which “consent” shall not be unreasonably withheld by the non-traveling parent); and at least 30 days in advance of such departure, the traveling parent shall provide the non-traveling parent with (a) an itinerary for this foreign travel and (b) a means to contact the traveling parent and the minor child at all times while they are away.

(b) In the event the (father) (mother) fails or refuses to provide the (father) (mother) with these necessary PIDs, which results in the (father’s) (mother’s) being forced or required to seek a family court resolution of this issue, either party shall be entitled to seek an award of his or her attorney’s fees and related litigation costs in pursuing their action and defenses; and if either party becomes the “prevailing party” in the family court’s order, the other party (as the “non-prevailing party”) stipulates to an order requiring his/her paying the prevailing party’s attorney’s fees and related litigation costs.

2. The (father) (mother), as the primary placement parent, shall at all times remain the custodian of the child’s passports and/or visas until such time as they are needed by the (father) (mother) for these out-of-state travel plans.

3. The (father) (mother) shall provide the (father) (mother) with the required PIDs for their child, and the (father) (mother) shall return these PIDs to the (father) (mother) immediately upon (his) (her) return from the trip.

*Foreign travel plans affecting both parents:*

4. In the event either parent plans to travel with the child abroad (“foreign travel”), both parents will cooperate with the execution of any documents to facilitate the child being issued the appropriate passport(s) and/or visa(s). Provided however, neither parent shall travel abroad with the child to any country which has been expressly listed by the United States Department of State as a “hostile” or “a no-visit nation, state or country”.

5. The parent traveling with the child abroad shall make certain the child has been fully immunized and has received pre-travel medications/prescriptions as may be recommended by the child’s physician(s); and the child shall be fully supervised and kept in a safe environment at all times during all foreign travel.

6. The traveling parent shall purchase (or shall already have in full force and

effect) a standard, basic “travel-abroad” health insurance policy which specifically covers the child.

## **XI. CHILD TIMESHARING (VISITATION)**

### **A. General information:**

1. The parents mutually agree that an adult driver who has a current, valid driver’s license in the state of his/her residence and who is a responsible driver, may assist the parent with the transportation [pick-up and return] of the child regarding the designated timesharing periods.

2. Excluding “day trips” which do not entail overnight stays and with the exception of a true emergency which makes advance notice impossible, the parents agree that when either parent (identified as the “traveling parent”) travels with the child either out-of-state and/or for a distance greater than a 250-mile radius from the traveling parent’s then permanent place of residence, the traveling parent shall provide the other parent (the “non-traveling parent”) with at least 72-hours advance notice of this trip and with the following information for purposes of notification in the event of an emergency: (1) a general itinerary of the locations [e.g., the name(s) of the city and hotel(s) or place(s) where the child and the traveling parent shall be staying], and (2) the traveling parent’s cellular phone number and telephone number (if other than the traveling parent’s cellular phone) where the child can be contacted at all times during this overnight period in the event of an emergency or emergent condition directly involving or affecting the “non-traveling parent”.

3. The **defined major holiday periods (Thanksgiving, Christmas, summer vacation timesharing, and school spring break)** take priority over, and supersede, any defined “monthly weekend-weekday timesharing periods”, and the parents agree that they shall both be able to prepare, review, and exchange with the other parent a calendar well in advance of these scheduled “major holiday” periods in order to coordinate these respective child timesharing periods accordingly.

**B. Reasonable time with the child is presumed:** It is presumed that both parents shall have reasonable timesharing privileges with their child on all dates and times mutually agreeable between the parents, in writing.

### **C. Monthly weekend - weekday timesharing periods:**

(Insert the applicable provisions here.)

### **D. Mother's Day - Father's Day:**

Regardless of which parent was scheduled to have the immediate placement of their child for these dates, it is agreed that their child shall always be with the father on the “Father’s Day weekend” and with the mother on the “Mother’s Day weekend”; and for the purposes of this agreement, this timesharing period shall be defined as “beginning at 6:00 PM on the Friday immediately preceding (Mother’s Day) (Father’s Day) until (Mother’s Day) (Father’s Day) at 6:00 PM”.

### **E. Child Birthday Timesharing:**

(Insert the applicable provisions here.)

**F. Summer Timesharing Period – Vacation Periods:**

(Insert the applicable provisions here.)

[Optional provision: 1. So as to provide them with a degree of flexibility in planning and/or scheduling their summer activities, the parties may also mutually agree, in writing, to a year-to-year modification of their respective summer vacation and summer timesharing weeks with their child.

2. As an example of this cooperation in summer scheduling, the parties agree that their child shall be with the (father) (mother) every summer during that week when the (father's) (mother's) family schedules and takes their annual, traditional "beach house" vacation; and the (father) (mother) shall be afforded that same right for any of (his) (her) traditional family summer vacations. As it may fall on the calendar each year, the scheduling of these "family summer vacations" may require that the parents modify their "week-to-week" summer timesharing schedule, and the parties agree to make the necessary accommodations and modifications as being in both their and their child's best interests. Provided however, the parties acknowledge and stipulate that arranging their respective summer vacation periods to accommodate a fixed week for an annual, "traditional summer family vacation" shall not result in that parent receiving a greater amount of timesharing with their child other than the week-to-week periods set forth above. ]

**G. Thanksgiving:**

(Insert the applicable provisions here.)

[Optional provision: Notwithstanding these "fixed" Thanksgiving Day time periods, these parents will endeavor to try and observe the other parent's traditional "family Thanksgiving Day gatherings", to the extent that their child can participate with each family, but only if feasible (this provision is not mandatory on either parent).]

**H. Christmas:**

(Insert the applicable provisions here.)

[Optional provision: Notwithstanding these "fixed" Christmas time periods, these parents will endeavor to try and observe the other parent's traditional "family Christmas Eve – Christmas Day gatherings", to the extent that their child can participate with each family, but only if feasible (this provision is not mandatory on either parent).]

**I. School spring break:**

(Insert the applicable provisions here.)

**J.   X   PICK-UP AND RETURN FOR TIMESHARING PERIODS:**

1. WHO WILL PICK UP AND RETURN:

\_\_\_\_\_ "Visiting" parent

- \_\_\_\_\_ Custodial/placement parent
- \_\_\_\_\_ Custodial parent will deliver at the beginning of the timesharing period and the other parent will return the child(ren) at the end of this time-sharing period
- \_\_\_\_\_ Parents will meet at an agreed-upon “exchange point” (see below)
- \_\_\_\_\_ The parents mutually agree that an adult who has a current, valid driver’s license in the state of his/her residence and who is a responsible driver, may assist the parent with the transportation [pick-up and return] of the child regarding the designated timesharing periods.

2. LOCATION OF PICK-UP AND RETURN:

- \_\_\_\_\_ Home of custodial parent
- \_\_\_\_\_ Home of the visiting parent
- \_\_\_\_\_ The parties agree to use the following “exchange point”: (Insert the applicable provision here.)

**XII. PROVIDING CHILD CARE IN THE ABSENCE OF THE “TRAVELING PARENT”, AND A PARENT’S “RIGHT OF FIRST REFUSAL” REGARDING PROVIDING OVERNIGHT CHILD CARE**

**A.** In the event the parent with whom the child is then immediately placed (referred to as the “traveling parent”) must travel away from his or her residence on work-related assignments or family emergencies for periods of time requiring an absence of 48 hours or longer, the other parent shall be notified in advance by the traveling parent and the other parent shall have the first right/option for the child to stay with him or her until the date of the traveling parent’s return from these travels to his or her residence.

**B.** In addition to paragraph A., above, if the parent with whom the child is then immediately placed must be away from his or her residence overnight, the other parent shall be notified and shall have the first right/option for the child to stay with him or her for that overnight period.

**XIII. PARENT’S RELOCATION**

**A.** Both parties acknowledge that, into the foreseeable future, it is their intent to continue to reside in the county of their current residences as of the execution date of this mediation agreement. Notwithstanding this intent, the parties further agree that should circumstances arise that would cause either party (as the “relocating party”) to relocate to a distance greater than a 100-mile radius from their then current residence as of the execution date of this mediation agreement (and even if that parent’s relocation moves that parent closer to the other parent’s residence), they shall give the “non-relocating parent” at least 60 days advanced notice of such relocation (“notification period”).

**B. 1.** Within this notification period the parents will make a good faith effort to resolve by agreement any and all issues regarding child timesharing which may result from that parent’s relocation; provided however, in the event they are unable to reach such agreement, then the parents agree to immediately enter into mediation or binding arbitration in an effort to resolve these timesharing issues. Notwithstanding their efforts to resolve these issues via

mediation or binding arbitration, neither parent shall be prohibited from filing an action in the family court(s) to address these issues should it become necessary to do so, including a request for an emergency or expedited hearing as may be approved by the family court.

2. The parties agree that one such issue for resolution caused by such relocation may be whether there shall be increased costs and expenses to both the relocating and non-relocating parents (e.g., increased transportation costs such as gasoline, hotel or lodging, airfares, and the like) as the result or consequence of such relocation.

C. Consistent with the case of *Latimer v. Farmer*<sup>11</sup>, the parents acknowledge and stipulate that a party's relocation would not, in and of itself, constitute a "substantial change of circumstances affecting the welfare of a child", but that such relocation would be, or could be, one factor for consideration by the parties, and by the family court, in determining whether such a change of circumstances had occurred sufficient to warrant a modification of the parties' parenting plan (e.g., custody, placement and/or timesharing) set forth in this mediation agreement.

## **PARENTING PLAN PROVISIONS**

### **XIV. A. Parties shall not engage in acts of parental alienation – exclusive reference to “mother” and “father”:<sup>12</sup>**

1. Realizing and acknowledging that their child's perceptions of any statements or conversations being made about the other parent are significant, meaningful and potentially controlling of that child's attitudes about the other parent, neither parent shall knowingly, deliberately or recklessly engage in any conversations with, or make statements directly to, their child which are intended to have the effect of alienating their child from the other parent and/or of undermining the emotional attachments and bond which exist between their child and the other parent.

2. Both parties shall make certain that the designations of “mother” and “father” are used by the child only to refer to these parties and not to other third persons. Neither parent shall allow any third parties to use the designations of “mother” and “father” when referring to the relationship between this child and such third party.

### **B. No third-party involvement in the parenting or discipline of child:**

1. It is expressly acknowledged, stipulated and agreed by the parents that

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<sup>11</sup> *Latimer v. Farmer*, 360 S.C. 375, 602 S.E.2d 32 (2004): “...a change in Father's residence is not itself a substantial change in circumstances affecting the welfare of Child, which justifies a change in custody. We decline to hold relocation in itself is a substantial change in circumstance affecting the welfare of a child. Relocation is one factor in considering a change of circumstances, but is not alone a sufficient change of circumstances. One location may not necessarily affect the best interests of a child as would another. The effect of relocation on the child's best interest is highly fact specific. It should not be assumed that merely relocating and potentially burdening the non-custodial parent's visitation rights always negatively affects the child's best interests.”

<sup>12</sup> “**Parental alienation**” is a social dynamic, generally occurring due to [divorce](#) or [separation](#), when a child expresses unjustified hatred or unreasonably strong dislike of one parent, making access by the rejected parent difficult or impossible. These feelings may be influenced by negative comments by the other parent and by the characteristics, such as lack of empathy and warmth, of the rejected parent. The term does not apply in cases of actual [child abuse](#), when the child rejects the abusing parent to protect themselves.

under no circumstances, of any nature or kind, and at no time, shall either parent allow, permit, sanction, condone, authorize, and/or encourage any third party to make or to influence *any major* parenting decision(s) involving the parties' child; it being understood and agreed that any and all such *major* parenting decisions should be discussed solely between these parents. For the purposes of this agreement, a "third party" may be a current spouse, fiancé(e), other relative, friend, or anyone else either related or unrelated to their child.

2. Neither the parents nor any third party, if applicable, shall engage in, or inflict, any corporal punishment, physical aggression, and/or knowing acts of intimidation, which may be physically or emotionally harmful to the child. In this regard, the mother and father will make every reasonable effort to be the primary disciplinarian of the child. [The parents also acknowledge that "harm" to a child is defined in the law, as follows:

"Harm" occurs when the parent, guardian, or other person responsible for the child's welfare:

- (a) inflicts or allows to be inflicted upon the child physical or mental injury or engages in acts or omissions which present a substantial risk of physical or mental injury to the child, including injuries sustained as a result of excessive corporal punishment, but excluding corporal punishment or physical discipline which:
  - (i) is administered by a parent or person in loco parentis;
  - (ii) is perpetrated for the sole purpose of restraining or correcting the child;
  - (iii) is reasonable in manner and moderate in degree;
  - (iv) has not brought about permanent or lasting damage to the child; and
  - (v) is not reckless or grossly negligent behavior by the parents."]

**C. Exchange of residence addresses, telephone numbers and cellular phone numbers – prohibitions regarding violations of this provision:**

1. The mother and father agree to provide one another with a residence address where the child shall be spending the night while this child is in the immediate placement of, or staying with, the other parent (if at a location other than that parent's permanent residence). In addition, the parties will provide one another with a current cellular phone number (or land-line telephone number) where the other parent can be contacted at all times in the event of an emergency or emergent condition directly involving or affecting the child. The purpose and intent of this provision is "child-related" only, and to serve as a safeguard and a means of communications involving the safety, health and welfare of the child, and not for the purpose of harassing or surreptitiously surveilling the other parent (see immediately below).

2. It is acknowledged and stipulated that both parties are strictly prohibited and forbidden from making, or attempting to make, or gaining, or attempting to gain, any unauthorized access to the other party's cellular phone account and/or cellular phone records; nor shall either party knowingly encourage, authorize, permit, or allow any third party from making, or attempting to make, or gaining, or attempting to gain, any such unauthorized access to the other party's cellular phone account and/or cellular phone records. Any violation of this

provision shall subject the offending party to an action for contempt of court, in addition to any other criminal action which might be authorized by any applicable federal and state criminal statutes which govern the privacy of cellular phone accounts.

**D. The parties' conduct involving their child shall be governed by the following "Restrictions on Parents' Conduct":**

1. Neither parent shall engage in any conduct or activity while in the presence of their child that might, in any manner, jeopardize and/or compromise the safety, health and/or welfare of their child. This restriction shall be included to mean that neither parent shall make any derogatory or belittling remarks about the other parent, nor shall either parent knowingly permit, allow or encourage any other third parties to make any derogatory or belittling remarks about the other parent, while in their child's immediate presence or within the child's close proximity such that the child may reasonably be expected to hear these remarks. The parents will behave with respect to each other and the child so as to provide a loving, stable, consistent and nurturing relationship with the child. The parents will encourage the child to continue to love the other parent and be comfortable in both families.

2. Pursuant to *South Carolina Code Ann. §63-5-30*<sup>13</sup> and *§63-15-260*<sup>14</sup> [otherwise referred to as the "Parent Equality Act"], each parent shall have equal access and the same right to obtain all medical and educational records of the child, and the right to participate in their child's school-related and after-school activities (including, but not limited to, parent-teacher conferences), unless prohibited by order of the family court.

3. Neither parent shall engage in, approve or sanction any of the following acts, nor expose or subject the child to any of the following acts, while that parent is in the child's immediate presence:

- a. to any violent conduct;
- b. to a child's use or possession of alcoholic beverages, illegal or non-prescribed drugs, or other intoxicants;
- c. to a parent's excessive use of alcoholic beverages or other intoxicants or illegal drug use, or a knowing misuse of prescription

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<sup>13</sup> **SECTION 63-5-30. Rights and duties of parents regarding minor children.**

The mother and father are the joint natural guardians of their minor children and are equally charged with the welfare and education of their minor children and the care and management of the estates of their minor children; and the mother and father have equal power, rights, and duties, and neither parent has any right paramount to the right of the other concerning the custody of the minor or the control of the services or the earnings of the minor or any other matter affecting the minor. Each parent, whether the custodial or noncustodial parent of the child, has equal access and the same right to obtain all educational records and medical records of their minor children and the right to participate in their children's school activities unless prohibited by order of the court. Neither parent shall forcibly take a child from the guardianship of the parent legally entitled to custody of the child.

<sup>14</sup> **SECTION 63-15-260. Equal access to educational and medical records of child by parents.**

Notwithstanding the custody arrangement and in addition to all rights and duties given to parents pursuant to Section 63-5-30, each parent has equal access and the same right to obtain all educational records and medical records of his or her minor children and the right to participate in the children's school activities and extracurricular activities that are held in public locations unless prohibited by an order of the court or State law.

drugs (for the purposes of this restriction, it is understood and agreed by the parties that "excessive use" or "excessively" shall be defined to mean the consumption of alcoholic beverages which would cause a person to have a breath or blood alcohol content (BAC) level at least equaling, if not exceeding, the legal inference for driving under the influence of alcohol as defined by law.<sup>15</sup>)

- d. regarding tobacco smoke, both parents recognize the dangers of second-hand, or passive, smoke. Neither parent will expose the child to tobacco smoke in enclosed spaces, or allow others to do so. There will be no smoking indoors or in vehicles with the child present. Neither parent will knowingly or recklessly allow the child to be in the presence of others who expose the child to smoke;
- e. neither parent will knowingly allow the child to be in the presence of others who are drinking alcoholic beverages excessively or may purposes of this restriction, it is understood and agreed by the parties that "excessive use" or "excessively" shall be defined to mean the consumption of alcoholic beverages which would cause a person to have a breath or blood alcohol content (BAC) level at least equaling, if not exceeding, the legal inference for driving under the influence of alcohol as defined by law.)
- f. to any individual whose name has been entered into any statutorily-mandated federal, state or local database for child sexual molestation, child sexual abuse, child sexual predators, or related child sexual crimes;
- g. to a parent's access to pornographic materials, and whether in printed form and/or via any method of electronic communications (for example, DVDs or internet-accessed materials) such that their child may be able to observe or have access to such pornographic materials;
- h. in consideration of their child's known allergies, medical

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<sup>15</sup> § 56-5-2950. Implied consent to testing for alcohol or drugs; procedures; inference of DUI.

(G) In the criminal prosecution for a violation of Section 56-5-2930, 56-5-2933, or 56-5-2945 the alcohol concentration at the time of the test, as shown by chemical analysis of the person's breath or other body fluids, gives rise to the following:

(1) if the alcohol concentration was at that time five one-hundredths of one percent or less, it is conclusively presumed that the person was not under the influence of alcohol;

(2) if the alcohol concentration was at that time in excess of five one-hundredths of one percent but less than eight one-hundredths of one percent, this fact does not give rise to any inference that the person was or was not under the influence of alcohol, but this fact may be considered with other evidence in determining the guilt or innocence of the person; or

(3) if the alcohol concentration was at that time eight one-hundredths of one percent or more, it may be inferred that the person was under the influence of alcohol.



sensitivities (as may be independently diagnosed by that child's pediatrician or treating physician), and/or adverse reactions, to various and/or possible asthmatic-causing airborne allergens, neither parent shall knowingly or recklessly expose their child to any enclosed, confined environments (e.g., houses or automobiles) which that parent knows or should reasonably know contain such allergens (e.g., animal fur or animal dander<sup>16</sup>);

- i. unless the parents mutually agree otherwise, in writing, then neither parent shall, knowingly, allow or permit their child to create<sup>17</sup> or have access without the parent's knowledge and permission to any internet-based or computer-based e-mail account or social media account of any nature or kind and whether the company, web browser, or the web application ("app") is presently in the public domain or is created in the future (e.g., including, but not limited to, Facebook and Twitter<sup>18</sup>); that both parents shall continually monitor, and be constantly vigilant about, their child's use of their computers, cellular phones and/or iPads or iPods; and that if either parent discovers or uncovers a child's violation of this provision, the other parent shall be notified immediately and the parents will mutually agree upon the appropriate punishment for that child, with that punishment to be mutually enforced in both households (both parents recognize that this "uniformity of punishment" is essential in their child's respecting both parents' authority to govern their child's conduct in this regard).

4. Both parents shall recognize and acknowledge that, based on the age of the child, involving a child in his or her parents' custody litigation, either directly or indirectly, can cause or create harmful psychological and emotional repercussions for their child. Consequently, neither parent shall discuss any custody litigation directly with, or in the presence of, the child.

5. While the child is in his or her placement, both parents shall be required to fill and administer to their child, as directed, any and all medications prescribed by the child's treating physician(s). Furthermore, based on the recognized and/or previously-diagnosed medical condition or medical necessities of the child, a parent's failure or refusal to comply with

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<sup>16</sup> From Wikipedia, the free encyclopedia. **Dander** is an informal term for a material shed from the body of various animals, similar to [dandruff](#). It is composed of skin cells. It is a cause of [allergies](#) in humans. Pet dander is generally worse in older animals than in younger animals, as older animals slough off more skin cells than younger animals. Dander is microscopic, and can thus be transported through the air. Through the air, dander can enter the mucous membranes in the lungs, causing allergies to some individuals.

<sup>17</sup> To "create" such an "account" would entail that child creating a "user name" and "password", with it being understood by these parents that these acts are strictly prohibited by both parents in their individual households.

<sup>18</sup> See also: Wikipedia for a current list of social networking websites.

this provision may result in that parent's future restricted access to, and with, the affected child, as determined by the family court.

6. While the child is in his or her placement, both parents shall endeavor to maintain in their respective households uniformity in the child's bedtime, as age-appropriate.

7. While the child is in his or her immediate placement and being transported in a motor vehicle, that parent shall make certain that, at all times, the child is either buckled with a seat belt in his seat and/or is securely placed and restrained inside the motor vehicle by an age-appropriate, state-approved child restraint, as required by law.

8. Neither parent shall, at any time, "post", place or include any derogatory, demeaning, disparaging, degrading, and/or belittling comments, remarks, pictures or similar "postings" about the other parent on his or her own "social networking page" or social media website(s) such as Facebook and/or Twitter. Provided further that, once it has been made known to the "notified parent" that a relative, friend or known third party (collectively referred to as a "posting third party") of the "notified parent" has made such a demeaning "post" about the other parent on a social networking page, the "notified parent" shall immediately contact that posting third party via email (with the other parent being copied with the email) to demand that the "post" be immediately deleted and removed from that site.

9. While the child is at all times in his or her immediate placement, both parents shall insure that any and all firearms of any kind – and whether owned or possessed by that parent or by any third party with whom the child may come into contact – are stored away, secured and locked in a location (e.g., a safe, gun safe, locked cabinet, or a locked glove compartment of a vehicle if the parent or third party is licensed to carry a concealed weapon) which is completely "child access-proof".

10. Both parents shall be under a court-ordered obligation to endeavor to see that while the child is in his or her placement, all school and school-related assignments of their child are completed and submitted to the child's teacher in a timely manner. Neither parent shall violate, or participate in the violation of, the compulsory school attendance laws of this State (regarding either "unexcused absences" or "tardies").<sup>19</sup>

#### **E. Acknowledgements between the parents and child:**

1. This agreement represents an acknowledgement by these parents that

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<sup>19</sup> "§ 59-65-90. Rules and regulations.

The State Board of Education shall establish regulations defining lawful and unlawful absences beyond those specifically named in this article and additional regulations as are necessary for the orderly enrollment of pupils so as to provide for uniform dates of entrance. These regulations shall require: (1) that school officials shall immediately intervene to encourage the student's future attendance when the student has three consecutive unlawful absences or a total of five unlawful absences and (2) that the district board of trustees or its designee shall promptly approve or disapprove any student absence in excess of ten days. As used in this section, "intervene" means to identify the reasons for the child's continued absence and to develop a plan in conjunction with the student and his parent or guardian to improve his future attendance.

Provided, however, that nothing within this section shall interfere with the Board's authority to at any time refer a child to a truancy prevention program or to the court pursuant to § 59-65-50."

their child has rights and privileges, identified below, which naturally flow from their parent-child relationship, and which are to be respected and protected by the parents to the extent that these rights-and-privileges are in their child's best interests.

2. This agreement also represents an acknowledgement by the child that the parents have a legally-protected and recognized obligation and responsibility to make parenting decisions which are, at all times, in the best interests and welfare of this child; and that both parents have a right to develop and nurture a loving, respectful relationship with this child.

3. This agreement also represents an acknowledgement by these parents that their present and future relationship towards one another, as that relationship directly involves their child, has both a profound and enduring impact on this child. These parents further acknowledge that having the family courts determine the resolution of any conflict between them, as it affects their child, should be avoided, if at all possible. Accordingly, the parents acknowledge that their conduct towards one another should be identified in this agreement, as set forth below.

#### **F. Rights and privileges of the child:**

Most often detrimental to a child are the conflicts and negative behaviors of the parents towards one another. With that understanding, the parents agree that the child shall enjoy the following basic rights and privileges, which affect and directly impact upon their relationship with the child:

1. The child shall have the right to love and respect each parent without the undue influence or interference or control of the other parent.

2. The child shall have the right to develop and maintain a full, well-rounded relationship with each parent, and to have consistent, predictable contact with, and access, to each parent.

3. The child shall enjoy the right to remain a child and not be placed in a position by the parents of having to take on roles or make decisions that are inappropriate for the child's age.

4. While the child shall have the right to be free from any conflicts between the parents, the child shall also be entitled to the parents' full and complete emotional support.

#### **G. Rights, privileges and obligations of each parent:**

Both parents are entitled to the following rights, and shall be under the following obligations, regarding their developing and maintaining a positive relationship with the child:

1. a. The right to unimpeded and private phone conversations and/or text messaging with the child at *reasonable* times and for *reasonable* duration, *taking into consideration the following criteria/factors: the age of the child; the child's school homework assignments; the child's scheduled mealtimes; the child's scheduled bedtimes; and the child's known scheduled extracurricular activities.*

b. With the exception of true emergencies, no phone calls or text messaging should be made by the "calling/texting parent" to the child either prior to 7:00 AM or

after 9:00 PM; however, this restricted time may be extended either by the mutual, written agreement of the parents or to a more child age-appropriate time. Provided further, that the child, when in the immediate care of a parent, may initiate a phone call or text message to the other parent during any reasonable time and for a reasonable duration *at the cost of the “called or texted parent” if there is any charge incurred for such phone call or text message.*

c. Provided however, if either a “calling/texting parent” or “called/texted parent” violates the parental restrictions and/or obligations set forth in this agreement by making upsetting or unsettling remarks to the child, then it is understood, stipulated and agreed that, *after written notice to the violating parent and whether that parent is the “called/texted parent” or the “calling/texting parent”*, all subsequent phone calls and/or text messages made to the child may be subject to being recorded or stored for possible future litigation against the violating parent.<sup>20</sup>

2. The right to receive notice and relevant information as soon as possible in the event of hospitalization or major/serious illness of their child (see above).

3. The right to be free of profane, belittling and/or derogatory remarks made about such parent or such parent's family by the other parent to or in the presence (1) of the child, (2) of the child's teacher(s), (3) of the parent's minister and/or members of the parent's church, (4) of the parent's employer, fellow employees and/or business associates, and (5) of a parent's known friends.

4. Unless otherwise previously made known and otherwise readily available to each parent by traditional notification sources (*e.g.*, child's school website, church bulletins, child's advance sports activity schedule, e-mails sent by the children's coaches to parents), the right to be given at least 48-hours' notice (unless the scheduling of the event/activity makes this advanced notice impossible) of all the child's extracurricular activities, and the opportunity to civilly participate or observe, including, but not limited to, the following:

- a. Medical and/or dental appointments, unless that parent is prohibited, in writing, by the medical/dental provider from attending these appointments.
- b. Child counseling or child therapy sessions, unless otherwise expressly restricted by the counselor and/or therapist; provided that, it is specifically understood that, unless expressly invited by the child counselor or child therapist to attend a session or sessions, the parent(s) shall neither be compelled nor required to attend and participate in such counseling session(s).
- c. School and extracurricular activities.
- d. Athletic activities (sports' practices and sporting events).
- e. Extracurricular church activities (*e.g.*, church youth programs).
- f. Other activities as to which parental participation or observation would be appropriate (*e.g.*, non-school related organizations).

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<sup>20</sup> See: *State v. Whitner*, 399 S.C. 547, 732 S.E.2d 861 (S.C., 2012).

## **CHILD SUPPORT-HEALTH INSURANCE-MEDICAL EXPENSES**

### **XV. CHILD SUPPORT**

**A.** Beginning (include the “start date”), and due by the (\_\_\_\_th) day of each month (or “each week” or the agreed-upon start date) thereafter, the (father) (mother) shall pay the (father) (mother) the sum of (include the amount) as child support for the minor child(ren). These payments shall be made by a direct payment from the payor parent to the payee parent, with these payments, if mailed, needing to be received by the payee parent by the (include the deadline due date). – or –

[Optional] These payments shall be made by a direct deposit, via an electronic funds transfer (EFT), from the (father’s) (mother’s) bank account into the (father’s) (mother’s) selected bank account no later than the (include the deadline transfer date). The (father) (mother) agrees to provide the (father) (mother) with (his) (her) designated bank account number solely for, and limited to, activating this EFT.

**B.** Child support shall continue to be paid in accordance with the provisions of *South Carolina Code Ann. §63-3-530(17)*.<sup>21</sup> – or –

[Optional] 1. The mother and father stipulate and agree that they shall each, respectively, provide for their child’s necessities (e.g., food, clothing and shelter) while the child is in that parent’s immediate care; and neither the mother nor father shall be currently obligated to pay the other parent any fixed amount of “child support”, notwithstanding the child custody and placement decisions they have reached in this agreement.

2. In reaching this agreement affecting the financial support of their minor child, both parents recognize and acknowledge that the statutes<sup>22</sup> and appellate court opinions<sup>23</sup>

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<sup>21</sup>Section 63-3-530(17): To make all orders for support run until further order of the court, except that orders for child support run until the child is eighteen years of age or until the child is married or becomes self-supporting, as determined by the court, whichever occurs first; or without further order, past the age of eighteen years if the child is enrolled and still attending high school, not to exceed high school graduation or the end of the school year after the child reaches nineteen years of age, whichever is later; or in accordance with a preexisting agreement or order to provide for child support past the age of eighteen years; or in the discretion of the court, to provide for child support past age eighteen where there are physical or mental disabilities of the child or other exceptional circumstances that warrant the continuation of child support beyond age eighteen for as long as the physical or mental disabilities or exceptional circumstances continue.

<sup>22</sup> § 63-5-20. *Obligation to support*.

<sup>23</sup> “We believe that the holding in *Lunsford v. Lunsford*, 277 S.C. 104, 282 S.E.2d 861 (1981), dictates the result reached by us. In that case, a settlement agreement, which was subsequently incorporated into a divorce decree, contained a provision releasing the husband from the obligation of supporting the couple’s two children. The Supreme Court reversed a family court order denying child support and, in doing so, declared:

A parent is under a legal obligation to support minor children, and this obligation continues after a divorce. *McLeod v. Sandy Island Corp.*, 265 S.C. 1, 216 S.E.2d 746 (1975); *Lee v. Lee*, 237 S.C. 532, 118 S.E.2d 171 (1961); *Campbell v. Campbell*, 200 S.C. 67, 20 S.E.2d 237 (1942). No agreement can prejudice the rights of children. *Johnson v. Johnson*, 251 S.C. 420, 163 S.E.2d 229 (1968). More specifically, the basic right of minor children to support is not affected by an agreement between the parents or third parties as to such support. 27B, C.J.S. Divorce § 319(4), p. 606 (1959); 24 Am.Jur.2d, Divorce § 845, p. 958 (1966); *Armour v. Allen*, 377 So.2d 798 (Fla.App.1979).” *Peebles v. Disher*, 279 S.C. 621, 310 S.E.2d 823 (Ct.App.1983).

of this State prevent and bar a parent (a) from forever waiving an obligation to provide financial support for his or her minor child, and (b) from forever waiving an obligation for paying the other parent a fixed amount of child support in the future based upon a material or substantial change of circumstances, as addressed below.

C. 1. Notwithstanding the “direct payment provisions”, above, in the event the payor parent is more than 5 days delinquent with any support payment, the payee parent shall have the right to file with the support division of the (add name of county) County Family Court Clerk’s Office an affidavit attesting to the delinquency.<sup>24</sup> This “affidavit of delinquency” shall be mailed by the clerk’s office to the payor parent at the address provided by the payee parent, and the payor parent shall have 10 days *from the date of the clerk’s letter* to file a written objection with the clerk’s office and to request a family court hearing on the request; provided however, the filing of such an objection shall neither relieve, suspend, nor excuse the payor parent from (his) (her) court-ordered obligation to continuing paying child support in strict accordance with the parties’ court-approved agreement.

2. If the payor parent fails to timely file (his) (her) objection with the clerk’s office, or if otherwise ordered by the family court, the payor parent’s child support payments shall be made through the clerk’s office where the payor parent shall also be assessed any additional cost related to the collection of this child support obligation.

## **XVI. FUTURE MODIFICATIONS OF CHILD SUPPORT OBLIGATIONS**

A. The parties stipulate, acknowledge and agree that in reaching an arms-length agreement regarding the issue of child support, set forth above, either parent retains the future right to request or seek a subsequent modification of the other parent’s legal obligation to provide financial support for the minor child, but based only upon a substantial or material change of circumstances occurring after the entry date of the family court’s order approving this agreement.<sup>25</sup>

B. For the express purposes of this agreement, both parties stipulate, acknowledge and agree that, in consideration of *South Carolina Code Ann. §63-17-470 (13)*<sup>26</sup>, in arriving at the amount of child support or in reaching an agreement as to the method of financially providing for their minor child’s necessities, the parties have neither based, nor used, nor relied *exclusively* upon the factors/criteria set forth in the *South Carolina Child Support Guidelines*. Furthermore, neither party can know nor predict any future, unanticipated or unknown events, occurrences or circumstances which may impact upon or effect a parent’s

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<sup>24</sup> See: SCCA Form No. 457 (7/2010). “Pursuant to S. C. Code Ann §63-17-385(C), if the family court determines that the claims or defenses of either party are frivolous, or that either party knowingly or intentionally made or filed a false authorized affidavit, or knowingly or intentionally submitted false documents in support of a claim or defense, the court may award to either party attorney’s fees and other litigation costs reasonably incurred in the prosecution of defense of the petition.”

<sup>25</sup> For the purposes of their agreement, both parties agree that a “substantial or material change of circumstances” shall be defined to mean “a proper showing of a change in either the child’s needs or the supporting or supported parent’s financial ability”. Furthermore, both parties agree that “the party seeking the modification has the burden to show changed circumstances”. *Upchurch v. Upchurch*, 367 S.C. 16, 624 S.E.2d 643 (2006).

<sup>26</sup> SCCA, Section 63-17-470: “(13) agreement reached between parties. The court may deviate from the guidelines based on an agreement between the parties if both parties are represented by counsel or if, upon a thorough examination of any party not represented by counsel, the court determines the party fully understands the agreement as to child support. The court still has the discretion and the independent duty to determine if the amount is reasonable and in the best interest of the child or children.”

ability to financially provide for their minor child; and, consequently, both parties expressly stipulate, acknowledge and agree there are **no** future circumstances, factors or criteria, of any nature or kind, which they considered to be “within the contemplation of the parties” as of the execution date of this agreement, *unless otherwise expressly set forth in this agreement*, and either party may seek a future modification of child support and may be entitled to a child support award or to a modification of child support without being held to a “higher standard” as may have been set forth in *Floyd v. Morgan* (383 S.C. 469, 681 S.E.2d 570 (2009)), and subsequently clarified by the South Carolina Supreme Court in *Miles v. Miles* (393 S.C. 111, 711 S.E.2d 880 (2011)).

#### **XVII. [OPTIONAL] ANNUAL EXCHANGE OF FINANCIAL INFORMATION**

The parties agree and stipulate that, as it relates specifically to the issue of child support, they shall exchange with one another by December 31 of each year (1) a copy of a completed, sworn financial declaration in the form adopted and used in the South Carolina family courts and (2) their end-of-the-year pay stub provided by their respective employers. The parties may then review this financial information to determine if any adjustment in the payor parent’s then current amount of child support is necessary or appropriate, and they shall endeavor to reach an agreement on the resolution of this matter without the necessity of court intervention.

#### **XVIII. [OPTIONAL] PAYMENT OF A CHILD’S EXTRACURRICULAR ACTIVITIES**

The mother and the father shall each financially contribute to any and all *mutually agreed-upon extracurricular activities* in which their children may become a participant, with each parent being responsible for paying one-half (1/2) of any expense(s) which might be assessed for, or directly related to, that child’s participation in that extracurricular activity. Unless this expense has previously been equally and separately charged each parent, then the initial “paying parent” shall provide the other parent with written documentation or verification of the expense and the payment of that expense, and the other parent shall reimburse the “paying parent” for his/her one-half of the expense within 30 days of the other parent’s receipt of this written documentation.

#### **XIX. HEALTH INSURANCE ON THE CHILD**

For as long as it is available to (his) (her) through (his) (her) present employer, the (father) (mother) agrees to maintain (his) (her) current employment-related health insurance plan on the parties’ child (“covered insured”); provided however, this coverage on this child shall be subject to being terminated in the event of the occurrence of the following “trigger” events affecting this child, whichever event occurs *first in time*:

- (a) the child is no longer considered to be a “dependent child” pursuant to the express terms and conditions of the (father’s) (mother’s) employment-related health insurance plan; or
- (b) the child marries prior to reaching the child’s [22<sup>nd</sup>] birthday; or
- (c) prior to the child reaching (his) (her) [22<sup>nd</sup>] birthday, the child becomes gainfully employed and is able to acquire or obtain (his) (her) own separate health insurance coverage; or

- (d) the child reaches (his) (her) ]22<sup>nd</sup> ] birthday; or
- (e) this provision is otherwise modified by an order of the family court, or modified by the mutual agreement of the parties, in writing.

**XX. PAYMENT OF NON-INSURED HEALTH-RELATED BILLS INCURRED IN THE CARE AND/OR TREATMENT OF THE CHILD**

**A.** In accordance with the applicable *South Carolina Child Support Guidelines*, the (father) (mother) shall be required to pay up to the first \$250.00 of any medical or medically-related bills incurred annually in the care and treatment of the minor child (hereinafter referred to as the “threshold amount”). An “annual period” shall be defined as commencing on January 1 of each year and terminating on December 31 at midnight of that same year (unless the parties mutually agree, in writing, to utilize another, defined “annual period”).

**B.** After the threshold amount is paid by the (father) (mother), then any other uninsured medical, dental (including orthodontia), drug, hospital, vision, and/or medically-related expense incurred in the care and treatment of the minor child shall be divided for payment between the father and the mother in the following percentages: father - \_\_\_\_%; mother - \_\_\_\_%.

**C.** 1. The father or mother shall, within 30 days of his or her receipt from the provider for the child, provide the other party a copy of any explanation of benefit (EOB) form(s) or medical (including hospital, drug, dental, orthodontic, vision or medically-related) bills which have been incurred in the care and treatment of the parties’ child.

2. If there is an issue where a party is claiming non-receipt of a bill identified in paragraph C.1., above, the parties may then decide to mail this information by certified mail to the other party’s mailing address; provided that, the mailing party shall retain the “white” receipt from the United States Postal Service which establishes that the party has mailed this information, and such proof of mailing shall constitute sufficient notice to the other party. Provided further, that the father or mother, as the recipient of the bills, cannot use his or her failure to “check their mail” on a timely basis as a legal excuse for a failure to comply with these provisions of this order.

3. As an alternative to their mailing these bills, the parties may mutually agree to e-mail the other party, via scanned documents and an accompanying spreadsheet, a copy of any explanation of benefit (EOB) form(s) or medical (including hospital, drug, dental, orthodontic, vision or medically-related) bills which have been incurred in the care and treatment of the parties’ child.

4. The father or mother shall pay his/her proportionate share of these bills within 30 days of “the date of the mailing or e-mail transmission” of these EOBs or bills. In this regard, the father or mother shall mail or make their payment directly to the medical, dental or vision provider or they may make suitable arrangements with these providers for the payment of their proportionate shares. Provided further, in the event the father or mother has had to make an advanced payment of these bills to the provider, then within this 30-day period the other party shall reimburse the party who has paid for his or her portion of this payment.



**[Optional] Flexible “medical spending account:**

5. The (father) (mother) shall deposit into a designated bank account the sum of \_\_\_\_\_ per year as a flexible spending account for the child(ren)’s uninsured medical, dental and prescription expenses until the child(ren) graduate(s) from college, become(s) married or attain(s) the age of \_\_\_\_\_, whichever event occurs first in time. (Father) (Mother) will give the other party a copy of all the receipts for the medical, dental and prescriptions incurred and paid from this spending account. (Father) (Mother) will have possession of the flexible spending account card to be able to access these funds for the child(ren)’s benefit. The “annual period” shall be defined as beginning on the date this flexible account is opened at the designated bank and continuing for a 365-day period thereafter. On each anniversary date, and if funds have been used from this account, the (father) (mother) shall deposit an amount of money necessary to bring the account back up to its originally established amount.

**CHILD-RELATED TAX PROVISIONS**

**XXI. [OPTIONAL]CHILD TAX DEPENDENCY EXEMPTION<sup>27</sup>**

The parties agree to alternate, year-to-year, claiming the child(ren) as an income tax dependency exemption for federal and state income tax purposes, with the (mother) (father) to be able to claim the child(ren) during even-numbered years and the (mother) (father) to be able to claim the child(ren) during odd-numbered years. The custodial parent agrees to execute promptly any and all income tax forms necessary to achieve compliance with this provision.

**XXII. [OPTIONAL] OPTIONS FOR CLAIMING CHILD DEPENDENCY EXEMPTION**

For the purpose of filing his and her respective annual federal and state income tax returns, the parties agree to employ the following “option”:

Option No. 1 (involving 2 or more children):

1. The parties agree and stipulate that for (insert the current year), and subsequent tax years, the (father) (mother) will be able to claim the youngest child, and the (father) (mother) shall be able to claim the oldest child, as income tax dependent exemptions and, if available, for child tax credit purposes for all tax years permitted by the Internal Revenue Code. Provided that, beginning with the tax year when the oldest child is no longer considered a “tax dependent” for tax exemption purposes, then each party will alternate the tax years in claiming this youngest child, with the (father) (mother) to claim this exemption in the first applicable tax year.

2. Because it may be mutually, financially advantageous for them to do so, the parties may mutually agree to institute some other, alternate method for claiming these children “for tax purposes”.

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<sup>27</sup> Disclaimer: Any and all provisions affecting tax matters affecting the parties should be addressed and resolved by a CPA, an accountant, or similar tax consultant. These provisions are being included for “information only” and should not be construed by any party or person as providing “tax advice” or “tax recommendations”.

[Optional] If the appropriate income tax forms (1) are available for execution and (2) will both expedite and accomplish the parties' compliance with this "child dependency exemption" provision going forward in time, then it is agreed that on the date of their court appearance (their hearing) when this agreement is to be presented for the family court judge's approval, the parties will execute these income tax forms at that time (including, but not necessarily limited to, IRS Form 8332<sup>28</sup>). The parties may each bring these IRS forms to the scheduled hearing.

Option No. 2 (involving 2 or more children):

1. The parties agree and stipulate that (a) the (father) (mother) for (insert the year) and subsequent even-numbered years, and (b) the (father) (mother) for (insert the year) and subsequent odd-numbered years, will be able to claim both children as income tax dependent exemptions and for child tax credit purposes for all years permitted by the Internal Revenue Code. Provided that, when the oldest child is no longer considered a "tax dependent" for tax exemption purposes, then each party will alternate the tax years in claiming this youngest child, with the (father) (mother) to claim this exemption in the first applicable tax year.

2. Because it may be mutually, financially advantageous for them to do so, the parties may mutually agree to institute some other, alternate method for claiming the child(ren) "for tax purposes".

Option No. 3 (involving 1 or more children):

1. Beginning with the (insert the year) tax year, the (father) (mother) shall be able to claim the parties' child(ren) as an income tax dependent exemption and, if available, for child tax credit purposes during all years in which the child(ren) would qualify as income tax "dependents", as defined by the Internal Revenue Code.

2. a. For each of these tax years in which the (father) (mother) claims the parties' child(ren) as "dependent(s)", the other parent (the "non-claiming parent") shall be entitled to receive one-half (1/2) of the amount of the (father's) (mother's) income tax savings which is specifically and directly attributable to (his) (her) having been able to claim the child(ren) (for the purposes of this agreement, this total amount shall be identified as "the child dependent's allocation").

b. In verifying "the child dependent's allocation" and the concurrent amount due the non-claiming parent each year, the (father) (mother) shall have (his) (her) certified public accountant (CPA) or accountant provide the non-claiming parent with a letter or statement which sets forth the total amount of "the child dependent's allocation". This independent verification letter or statement shall be mailed to the non-claiming parent and postmarked no later than April 15 of each year.

3. The (father) (mother) shall pay the non-claiming parent one-half (1/2) of "the child dependent's allocation" on the *earlier* of the following 2 events: (1) within 10 days of the date the (father) (mother) files (his) (her) annual federal and state income tax returns, or (2) by April 15 of each year.

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<sup>28</sup> IRS Form 8332: "Release/Revocation of Release of Claim to Exemption For Child By Custodial Parent" (Rev. January, 2010). Note: Part II provides for "Release of Claim to Exemption for Future Years".

4. Both parties agree to execute promptly any and all federal and state income tax forms necessary to achieve compliance with this provision.

Option No. 4 (involving 1 or more children):

Beginning with the (insert the year) tax year, and for all subsequent tax years in which their child(ren) would qualify as an income tax “dependent” as defined by the Internal Revenue Code, the parties shall arrange to meet in a public place by February 1 of each year, and at that meeting the parties will flip a coin with the “winning party” being able to claim the parties’ child(ren) as an income tax dependent exemption and, if available, for child tax credit purposes for that tax year.

**XXIII. PROVISIONS [CONDITIONS AND PRE-CONDITIONS] AFFECTING A PARENT’S OBLIGATION FOR CONTRIBUTION TOWARDS PAYMENT OF THE CHILD’S COLLEGE EDUCATIONAL EXPENSES:**

**A. Payment of the child’s college educational expenses.**

1. In their respective percentages of financial responsibility, set forth in greater detail below, the parents agree to be responsible for contributing to their child’s college educational expenses (“financial assistance” for their child’s attending a four-year college, university or technical college). However, prior to the parents’ obligation to provide, or to continue to provide, such financial assistance, the following conditions and pre-conditions, factors or criteria shall apply:

a. That parent has the continuing financial ability to enable him or her to provide this financial assistance to, or on behalf of, their child. In this regard, it is acknowledged and stipulated by all parties that a parent’s financial responsibility for the payment of his or her agreed upon percentage is subject to potential future modification by the family court based upon unanticipated or unexpected substantial or material changes of circumstances (occurring after the entry date of the family court’s order approving this agreement) which directly affect that parent’s ability to meet his or her financial obligation under the terms and conditions set forth in this agreement.

b. The child must have applied for all available scholarships, grants, and financial aid offered by the college, university or technical college which is to be attended by that child (e.g., Life scholarships, Pell Grants, Stafford loans, etc.), and this financial information must be shared with both parents as addressed in greater detail below.

c. The child must apply for part-time gainful employment and/or an approved work-study program, accepting a sufficient number of employment-related hours which would not interfere with the child’s ability (a) to make academic progress necessary to maintain and sustain any educational financial assistance which is being received by the child, and (b) to keep the child in good academic standing with the child’s college, university or technical college.

d. The child must continue to be enrolled as a full-time student at the college, university or technical college, and making satisfactory academic progress towards graduation with that child’s entering class over a four-year curriculum (“satisfactory academic progress” shall be defined to be at least a 2.5 grade point average [GPA] for each of the four academic years). [As an example only for this format, Clemson University is being used as

an “example” of how its “student financial assistance process” is utilized<sup>29</sup>.]

e. That child has not yet reached the age of 22 years old.

2. The financial assistance from the parents shall be defined to be assistance with the costs for that child’s (1) annual tuition, (2) any and all course-required books, supplies and materials, (3) a college-required computer, laptop, and required software, and (4) room-and-board (all collectively defined as the “college expenses”) commensurate with the published anticipated costs for these specific expenses for their child’s attendance at a State of South Carolina state-funded college or university, such as the University of South Carolina or Clemson University.

3. Should a disagreement between these parties arise regarding the payment of these “college expenses” or any of them, the parties shall make a good faith effort to resolve the issue(s) first by an agreement in writing, or by a consent order of the family court, or if that route proves unsuccessful, then through an alternative dispute resolution (ADR) process (mediation or arbitration or a blended mediation/arbitration), before returning to court [the parents acknowledge that either parent and their daughter always retain the option to request resolution of these financial issue disputes through the family court].

**B. Parents to cooperate with their child in completing any required FAFSA<sup>30</sup> applications.**

Both parents stipulate and agree to cooperate with, and assist, their child in completing and timely filing any required Free Application for Federal Student Aid (FAFSA) applications.

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**<sup>29</sup> Clemson Student Financial Aid:**

**“Enrollment Requirements**

For the purpose of determining final financial aid eligibility, enrollment is defined as total hours enrolled as of midnight on the last day to drop classes without a “W” based on the [academic calendar](#). Hours attempted for evaluating satisfactory academic progress are also set based on this date.

If you are receiving University scholarships and state scholarships and grants, you are **required to enroll as a full-time student**, defined as 12 credit hours per semester for undergraduates.

For other forms of aid, you are required to enroll as a full-time student to retain a full-time award. If you are enrolled less than full time but at least half time, your award will be prorated.

Full Federal Pell Grants require 12 hours of enrollment; three-quarter-time grants require 9 to 11 credit hours; half-time grants require 6 to 8 credit hours; and less-than-half-time grants require 1 to 5 credit hours.

If you are receiving a Federal Direct Loan, Federal Direct PLUS Loan or Federal Direct Graduate PLUS Loan, you must be **enrolled at least half-time**, defined as 6 hours per semester for undergraduate students and 5 hours per semester for graduate students.”

<sup>30</sup> The **Free Application for Federal Student Aid** (known as the **FAFSA**) is a form that can be prepared annually by current and prospective [college](#) students ([undergraduate](#) and graduate) in the [United States](#) to determine their eligibility for [student financial aid](#) (including the [Pell Grant](#), [Federal student loans](#) and [Federal Work-Study](#)).

**C. Both parents shall be entitled to receive advance written verification of the child's college expenses, and to have unrestricted, independent access to this financial information.**

1. Beginning with the child's Fall semester for the year \_\_\_\_\_, and continuing forward, not later than the acknowledged deadline for the receipt of any required advance payment of college expenses, as established by the student financial aid office of the college or university in which the child has enrolled, the child shall have transmitted to both parents any financial aid office-generated document, print-out, letter, or correspondence (e.g., a "student bill and schedule") detailing the annual or per-semester charges, payments-credits, and ending balance due for the identified period.

2. Both parents shall be entitled to have independent, on-line access (7 days a week, 24 hours a day) to the child's student financial aid account; and if required, the child shall provide the student financial aid office with written authorization for the parents' access to the child's account, including any secured passwords which might be required for such access.<sup>31</sup>

3. Both parents shall also have the right to have unrestricted access to the child's student financial aid office, including on-campus, direct parent-financial aid officer meetings and conferences; and the child shall provide the student financial aid office with any written authorizations, if any are necessary, to enable the parents to have such unrestricted access.

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**<sup>31</sup> Clemson Student Financial Aid: Check my aid status online**

"To inquire about the current status of your application and/or awards, check the [iROAR](#) portal and proceed to the academic term you want to view.

**Beginning Fall 2013 - iROAR**

In order to process your financial aid package for Fall 2013, you will need visit the [iROAR](#) portal and select the following links:

Financial Aid  
iROAR  
Eligibility  
Select Financial Aid Year 2013-14

If any additional information is required, the necessary documents will be displayed as Unsatisfied Requirements. If possible, a link to the document has been provided for you as well as instructions to complete each requirement.

Once you have satisfied your additional requirements, you may view your financial aid package by selecting the following links:

Financial Aid  
iROAR  
Award  
Award for Aid Year  
Financial Aid Year 2013-14  
Award Overview  
Terms and Conditions"

4. If authorized by the child's college, university or technical college, then both parents shall separately and independently receive a copy of any and all office-generated documents, print-outs, letters, or correspondence which are mailed or transmitted to the child by the student financial aid office. Provided however, if for any reason (e.g., confidentiality, costs, or otherwise) the financial aid office is unable to send the parents a separate, independent copy, then within 72 hours of the child's receipt of such information, the child shall immediately transmit the received document(s) to both parents.

**D. Both parents shall be provided with a copy of the child's grades and student academic progress report.**

Unless the parents are each able to independently receive a copy of this information from the child's college, university or technical college, the child shall provide both parents with a copy of the child's per-semester grades and/or student academic progress report within 7 days of the child's receipt of these documents.

**E. Parties' percentage contribution in financial assistance with the child's college educational expenses – parents to make payments in a timely manner.**

1. Conditioned on the child's obligations and compliance with the terms, conditions, and provisions set forth in paragraphs 1.a. and 1.b. (with subparagraphs), above, then commencing with the Fall \_\_\_\_ (year) \_\_\_\_ semester, the father, mother and child shall each have a separate and independent financial obligation for paying up to one-third (1/3) of the child's "net ending balance" due and payable to the student financial aid office per semester (the "net ending balance" being defined to mean the actual college expenses incurred by the child as addressed in paragraph 1.b., above, after credit has been applied for all scholarships, grants, and loans received by the child).

2. Notwithstanding a party's financial responsibility set forth in paragraph 5.a., above, the father's and mother's maximum financial contribution cannot exceed \$\_\_\_\_\_ per parent per semester<sup>32</sup> (the "financial cap"), unless a parent voluntarily elects to exceed this "financial cap".

3. Each parent shall be obligated for paying their percentage of their determined financial assistance in the following manner:

a. Direct payments to the Office of the Registrar: any payments which are to be made directly to the office of the registrar of the university, college or technical college being attended by the child shall be paid by the parent in accordance with the payment requirements of the registrar's office (see Clemson University's policy footnoted<sup>33</sup>), and within, and prior to, the payment deadlines imposed by the registrar's office.

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<sup>32</sup> For the purposes of this agreement, the parties acknowledge and stipulate that the child's taking a course or courses during the summer months would not be considered a separate "semester" for the purposes of a parent's financial responsibility; and the costs for these "summer courses" would be borne exclusively by the child unless a parent voluntarily elected to financially assist with this specific cost.

<sup>33</sup> (From the Clemson University Office of the Registrar) **Indebtedness Must be Paid**

All indebtedness to the university must be paid before students are permitted to enroll for ensuing semesters or receive transcripts. Unresolved debts will have billing and collection costs (25% of the debt) added, may be placed with a collection agency, reported to a credit bureau, and deducted from state income tax refunds. If your fees

b. Payments made by the child: for those authorized “college expenses” to which the child is entitled to a direct payment or a direct reimbursement from the parents, the child shall transmit written verification of the expense (e.g., a receipt from the university or college bookstore) to each parent either via computer or by certified mail, and each parent shall then mail or transmit to the child<sup>34</sup> that parent’s percentage of financial assistance as set forth in this agreement. This payment shall be transmitted to the child within 7 days of the parents’ receipt of the written verification of the expense.

## **MISCELLANEOUS PROVISIONS**

### **XXIV. LIFE INSURANCE**

**A.** The (father) (mother) shall continue to maintain, at (his) (her) cost, all of (his) (her) current life insurance policies, naming the child(ren) as the beneficiary of those policies more fully described as follows:

a. (Name of insurance company – policy number – face value – type of policy (whole life or term) - beneficiary)

b. (Name of insurance company – policy number – face value – type of policy (whole life or term) - beneficiary).

**B.** The (father’s) (mother’s) life insurance policies described above shall remain in full force and effect, without change in beneficiaries unless otherwise mutually agreed in writing by the parties. Furthermore, by at least the anniversary date of this agreement, annually, the (father) (mother) shall provide the (father) (mother) with written proof from the life insurance carrier or insurance agent that these policies remain in full force and effect.

### **XXV. COMPENSATORY CONTEMPT**

Both parties acknowledge, agree and stipulate that in the event a party is found to be in willful contempt of court for that party’s violation of the terms and provisions of this agreement (excluding *child support* provisions, if any, the enforcement of which is governed by *South Carolina Code Ann. §63-5-20*<sup>35</sup>, and Rule 24, *South Carolina Rules of Family Court*<sup>36</sup>),

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increase for any reason after the initial posting of bills, you must login to TigerWeb to assess your fees. Payment for the increase must be made by the deadline posted on the [Registration Calendar](#). If the deadline has already passed, you should make payment immediately or risk cancellation of your schedule.

<sup>34</sup>So as to facilitate the daughter’s receipt of this payment or reimbursement, the parents and the child may elect to employ a bank-to-bank electronic funds transfer (EFT) process.

<sup>35</sup> **SECTION 63-5-20.** Obligation to support.

(A) Any able-bodied person capable of earning a livelihood who shall, without just cause or excuse, abandon or fail to provide reasonable support to his or her spouse or to his or her minor unmarried legitimate or illegitimate child dependent upon him or her shall be deemed guilty of a misdemeanor and upon conviction shall be imprisoned for a term of not exceeding one year or be fined not less than three hundred dollars nor more than one thousand five hundred dollars, or both, in the discretion of the circuit court. A husband or wife abandoned by his or her spouse is not liable for the support of the abandoning spouse until such spouse offers to return unless the misconduct of the husband or wife justified the abandonment. If a fine be imposed the circuit court may, in its discretion, order that a portion of the fine be paid to a proper and suitable person or agency for the maintenance and support of the defendant's spouse or minor unmarried legitimate or illegitimate child. As used in this section "reasonable support"

the contemptuous party shall be subject, in the discretion of the family court, to paying a money award (“remedial money award”) to the other party in an amount to include, but not necessarily be limited to, the other party’s attorney’s fees in full, all related litigation costs, and other costs incurred by the other party in the prosecution of this contempt action which are necessary to indemnify this other party for the contemptuous party’s actions.<sup>37</sup>

**XXVI. DISAGREEMENTS OR REQUESTED FUTURE MODIFICATIONS OF THE AGREEMENT**

**A.** Should a disagreement arise under this agreement, or should the parties wish to modify their agreement, the parties shall make a good faith effort to resolve the issue(s) first by an agreement in writing, or by a consent order of the family court, or if that route proves unsuccessful, then through an alternative dispute resolution (ADR) process, before returning, as a last resort, to family court.

**B.** Unless a statutory limiting factor precludes an alternative dispute resolution process prior to family court action, or unless an emergency family court action is necessary to protect the safety and/or welfare of the child or a parent, the parents agree to the following dispute resolution method:

*Mediation or arbitration shall be conducted by a mediator/arbitrator either mutually agreed upon by the parents or selected by a family court judge.*

**XXVII. PAYMENT OF ATTORNEY’S FEES AND LITIGATION COSTS**

The parties shall pay their own separate attorney’s fees and related litigation costs for this action.

**XXVIII. PAYMENT OF GUARDIAN AD LITEM FEES**

As protected by the Temporary Order and/or subsequent family court orders, the

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means an amount of financial assistance which, when combined with the support the member is reasonably capable of providing for himself or herself, will provide a living standard for the member substantially equal to that of the person owing the duty to support. It includes both usual and unusual necessities.

(B) Any person who fails to receive the support required by this section may petition to a circuit court of competent jurisdiction for a rule to show cause why the obligated person should not be required to provide such support and after proper service and hearing the circuit court shall in all appropriate cases order such support to be paid. Any such petition shall specify the amount of support required. Compliance with the circuit court order shall bar prosecution under the provisions of subsection (A) of this section.

**<sup>36</sup> RULE 24, SCRFC: AUTOMATIC ENFORCEMENT OF CHILD SUPPORT AND PERIODIC ALIMONY**

**(a) Determination of Arrearage.** Clerks of court shall review all child support and periodic alimony accounts paid through the clerk of court. This review shall be conducted at least once a month. An account shall be considered in arrears if a scheduled payment has not been received when review is made and at least five working days have passed.

**(b) Rule to Show Cause and Affidavit.** Whenever an account is in arrears, the clerk of court shall issue a rule to show cause and an affidavit identifying the order of the court which requires such payments to be made and the amount of the arrearage, directing the party in arrears to appear in court at a specific time and date. This rule shall have the same force and effect as a rule to show cause issued by a judge.

<sup>37</sup> *Curlee v. Howle*, 277 S.C. 377, 287 S.E.2d 915 (1982).



total amount due and owing the court-appointed Guardian ad Litem (GAL) shall be timely paid by these parties in strict accordance with the GAL's payment policy, and with due credit being given for a party's advanced payment of the GAL's fees.

**XXIX. END OF GUARDIAN AD LITEM'S CONTINUED INVOLVEMENT IN THE LITIGATION**

[Optional] Subsequent to the family court's approval of this agreement and the entry of the court order approving the agreement, any further duties and responsibilities of the present Guardian ad Litem in this litigation may be terminated and ended at the discretion of the family court judge.

<p style="text-align: center;"><b>FAMILY LAW STATUTES REGARDING THE PARENT-CHILD RELATIONSHIP</b></p>
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**Contents for inclusion by the court in a child custody order:**

**SECTION 63-15-240. Contents of order for custody affecting rights and responsibilities of parents; best interests of the child.**

- (A) In issuing or modifying an order for custody affecting the rights and responsibilities of the parents, the order may include, but is not limited to:
  - (1) the approval of a parenting plan;
  - (2) the award of sole custody to one parent with appropriate parenting time for the noncustodial parent;
  - (3) the award of joint custody, in which case the order must include:
    - (a) residential arrangements with each parent in accordance with the needs of each child; and
    - (b) how consultations and communications between the parents will take place, generally and specifically, with regard to major decisions concerning the child's health, medical and dental care, education, extracurricular activities, and religious training;
  - (4) other custody arrangements as the court may determine to be in the best interest of the child.
- (B) In issuing or modifying a custody order, the court must consider the best interest of the child, which may include, but is not limited to:
  - (1) the temperament and developmental needs of the child;
  - (2) the capacity and the disposition of the parents to understand and meet the needs of the child;
  - (3) the preferences of each child;

- (4) the wishes of the parents as to custody;
- (5) the past and current interaction and relationship of the child with each parent, the child's siblings, and any other person, including a grandparent, who may significantly affect the best interest of the child;
- (6) the actions of each parent to encourage the continuing parent-child relationship between the child and the other parent, as is appropriate, including compliance with court orders;
- (7) the manipulation by or coercive behavior of the parents in an effort to involve the child in the parents' dispute;
- (8) any effort by one parent to disparage the other parent in front of the child;
- (9) the ability of each parent to be actively involved in the life of the child;
- (10) the child's adjustment to his or her home, school, and community environments;
- (11) the stability of the child's existing and proposed residences;
- (12) the mental and physical health of all individuals involved, except that a disability of a proposed custodial parent or other party, in and of itself, must not be determinative of custody unless the proposed custodial arrangement is not in the best interest of the child;
- (13) the child's cultural and spiritual background;
- (14) whether the child or a sibling of the child has been abused or neglected;
- (15) whether one parent has perpetrated domestic violence or child abuse or the effect on the child of the actions of an abuser if any domestic violence has occurred between the parents or between a parent and another individual or between the parent and the child;
- (16) whether one parent has relocated more than one hundred miles from the child's primary residence in the past year, unless the parent relocated for safety reasons; and
- (17) other factors as the court considers necessary.

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**Child's preference:**

**SECTION 63-15-30. Child's preference.**

In determining the best interests of the child, the court must consider the child's reasonable preference for custody. The court shall place weight upon the preference based upon the child's age, experience, maturity, judgment, and ability to express a preference.

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**Telephonic and electronic communication between child and parent:**

**SECTION 63-15-250. Telephonic and electronic communication between minor child and parents.**

In addition to all rights and duties given to parents pursuant to Section 63-5-30:

- (A) when a court orders sole custody to one parent, the custodial parent, except in cases of abuse, neglect, or abandonment, should facilitate opportunities for reasonable telephonic and electronic communication between the minor child and the noncustodial parent, as appropriate, as provided for by court order if the court determines that this type of communication is in the best interest of the child; and
- (B) when a court orders joint custody to both parents, each parent should facilitate opportunities for reasonable telephonic and electronic communication between the minor child and the other parent, as appropriate, as provided for by court order if the court determines that this type of communication is in the best interest of the child.

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**Form SCCA466:** The following is the “link” to South Carolina Court Administration’s Family Court Forms – see Form SCCA466 - “Proposed Parenting Plan”:  
<http://www.sccourts.org/forms/searchType.cfm>