

PARENTING PLAN PROVISIONS¹

[Sample language]

IDENTIFICATION OF PARTIES:

Both parties are residents and citizens of South Carolina. The parties were married on ***** , and are the parents of the following named minor children: ***** . For purposes of identification of the parties, the parties may be referred to as follows: ***** – “mother” or “parent”, and ***** – “father” or “parent”. These parties may together be referred to as “parents” or “parties”.

I. CHILD CUSTODY² AND PLACEMENT³

The mother and father shall have joint custody⁴ of their children, with the ***** to have the primary physical placement of the children and with the ***** to have secondary placement and an agreed-upon timeshare arrangement with their children pursuant to the terms, provisions and conditions set forth in the parties’ agreement, below. The parties stipulate that both parents shall work cooperatively to co-parent their children as expressly set forth in their agreed-upon parenting plan.

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

A. 1. a. When “major decisions” 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 either by e-mail 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. For the purposes of this mediation agreement, and based on their agreed-upon timesharing arrangements with the child, the parties agree that in the event of a disagreement the ***** will have the decision-making authority on these “major decisions”

¹ 2013 Revised Form

² Pursuant to the “Court Ordered Child Custody” statute, *South Carolina Code Ann.* §63-15-210, “sole custody” is defined to mean “...a person, including, but not limited to, a parent who has temporary or permanent custody of a child and, unless otherwise provided 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”.

³ 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.

⁴ Pursuant to the “Court Ordered Child Custody” statute, *South Carolina Code Ann.* §63-15-210, “joint custody” is defined to mean “...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.”

affecting their child.⁵

c. Alternative 1: Provided however, in the event the parties have a fundamental disagreement regarding these “major decisions”, and barring an emergent condition which may warrant immediate action, the parents shall first attempt to resolve their disagreement expeditiously through an alternative dispute resolution (ADR) process (e.g., mediation or court-approved arbitration 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”.

Alternative 2: Provided however, in the event either parent (as the “challenging parent”) has a fundamental disagreement regarding any “major decisions” made by the other parent, 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 motion.

2. When day-to-day, “routine parenting decisions” are to be made affecting a child (such as meals, completing school/homework assignments, curfews and bedtime), then the parent with whom the child is then staying shall have the right to make those daily routine decisions without having to first consult with the other parent.

B. While neither party seeks to be ordered or required to attend co-parenting classes or sessions, they acknowledge that if a significant issue arises regarding their child that requires discipline, including academic or school-based problems, the parents agree to make every reasonable effort to work together in good faith to attend any necessary conferences or meetings, and to devise a unified strategy to address such issues. The parents further agree to make every reasonable effort to maintain consistency when addressing any major significant issues concerning the child’s academic or disciplinary issues. Any ordinary day-to-day issues regarding the child and the disciplining of that child will be appropriately addressed and resolved by the parent with whom the child is then presently staying.

III. CHILD MAY ATTEND CHILD COUNSELING SESSIONS

A. If applicable, the parents agree to cooperate with their child’s professional counselor to address any concerns their child may have resulting from the parties’ marital separation or these parents’ interpersonal relationship with one another.

B. It is acknowledged, stipulated and agreed by the parents that they will fully cooperate with any and all recommendations of the child’s counselor (1) by attending all counseling sessions where their presence is requested by the counselor, without excuse or delay, (2) by complying with all the counselor’s recommendations affecting their child, and (3) by

⁵ See: *Spreeuw v. Barker*, 385 S.C. 45, 682 S.E.2d 843 (Ct.App.2009): “[12] Initially, even though the previous order granted Father final decisionmaking authority, this power did not excuse him from the responsibility of co-parenting with Mother.”

making certain their child is neither hindered, nor influenced, nor prevented, in any manner whatsoever, from making truthful statements and admissions to the counselor.

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”⁶ 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, or (3) 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”⁷ 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 form⁸, 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 but not otherwise reasonably available to the other parent or, if applicable, a stepparent, 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.**

VI. COMPENSATORY CONTEMPT

⁶South 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.

⁷ A “serious illness” shall mean any illness which confines the child to a bed for more than one day.

⁸ The **Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104-191, 110 Stat. 1936**, enacted August 21, 1996) was enacted by the [United States Congress](#) and signed by President [Bill Clinton](#) in 1996. Title I of HIPAA protects [health insurance](#) coverage for workers and their families when they change or lose their jobs. Title II of HIPAA, known as the Administrative Simplification (AS) provisions, requires the establishment of national standards for [electronic health care](#) transactions and national identifiers for providers, health insurance plans, and employers.

The Administrative Simplification provisions also address the security and privacy of health data. The standards are meant to improve the efficiency and effectiveness of the nation's health care system by encouraging the widespread use of [electronic data interchange](#) in the U.S. health care system.

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*, and Rule 24, *South Carolina Rules of Family Court*), 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.⁹

VII. PARTIES MAY AGREE TO UTILIZE A "PARENT NOTIFICATION" SOFTWARE PROGRAM – PARENT MAY ALSO AGREE TO 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 program. Each parent shall pay their own separate costs for this program.

B. Although not compelled to do so, the parents may mutually agree to install a "webcam" (e.g., Skype) on each of their home computers in order to facilitate computer-generated "video visits" between the parents and their child while the child is staying with the other parent (furthermore, and if they both have access to these wireless devices, the parents may also mutually agree to utilize an iPad or similar device which may enable a "webcam-like" visit between parent and child).

VIII. CHILD TIMESHARING

A. General information:

1. The parents mutually agree that an adult family member or adult third party ("adult" in this instance being defined to mean "at least 21 years old") 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 200-mile radius from the traveling parent's then place of residence, that "traveling parent" shall provide the other 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

⁹ *Curlee v. Howle*, 277 S.C. 377, 287 S.E.2d 915 (1982).

telephone number (if other than the traveling parent's cellular phone) where the child can be contacted at all times during this overnight period.

3. As expressly addressed under "Reasonable Time", below, during any holiday period, or on any other dates or times, a parent can request additional timesharing periods with the child due to events or a social occasion that may arise but which have not otherwise been previously planned or scheduled. Both parents will make constant, good faith efforts to cooperate with one another in fulfilling these requests for additional timesharing periods.
4. All **defined fixed holiday periods (see below)** of timesharing take priority over and supersede all regular weekday and weekend timesharing periods, unless otherwise mutually agreed by the parties, in writing.
5. For purposes of this timesharing schedule, a "week of timesharing" is defined to be a continuous 7-overnight(s) period which cannot be added to any other fixed visitation period so as to extend this "week" beyond this selected 7-overnights period of time (unless agreed to by both parties, in writing).
6. For the "fixed holiday periods" of Thanksgiving, Christmas, Spring Break, and the summer months vacation period, which may specifically include or encompass a "weekend" within that holiday, the parent having that "holiday period which includes the weekend" is not also entitled to the weekend which either immediately precedes or comes immediately after that "holiday period" (unless otherwise expressly stated in this agreement or mutually agreed upon by the parties in writing, a parent is not to have consecutive weekend timesharing periods with the child).
7. Where there are multiple "options" identified below, those marked with a double-X shall be the ones which are applicable.
8. Make-up timesharing: The parties may mutually agree to "make-up timesharing periods" for any timesharing period the *****, in spite of *** good faith efforts and for good cause (e.g., because of health or business-related reasons), has been unable to exercise with their child. "Make-up timesharing periods" shall not otherwise change, alter or modify the fixed timesharing schedule set forth below, and it is understood that missed timesharing periods not "made up" are lost unless the missed timesharing period was the result of the ***** contemptuous conduct, as defined by law.
9. The ***** shall provide the ***** with at least 24 hours advance notice in the event *** shall be unable to exercise a fixed timesharing period(s) with their child; and it is agreed that the ***** failure to provide the ***** with this advance notice shall be deemed the ***** "waiver" of that specific timesharing period along with any ability to be given any make-up timesharing for that missed fixed timesharing period, unless otherwise agreed to by the *****.

B. Reasonable time with the child is presumed: It is presumed that both parents shall have reasonable timesharing privileges with the child on all dates and times mutually agreeable between the parents, and they shall make a concerted effort to employ an open and flexible timesharing plan which offers them an opportunity for both present and future cooperation in co-parenting their child as the needs, schedules and requirements of both the child *and* the parents change with the passage of time.

C. Weekend and weekday timesharing schedule with the parties' children:

1. Weekends:

2. Weekdays¹⁰:

3. Friday/Monday school closings: As to any federal or state holiday or teacher workday which is recognized, celebrated or implemented on a Monday or a Friday by the closing of the schools in the school district in which the child resides, the parent having the child for that weekend which is immediately contiguous with this Friday/Monday "school closing" shall also have the child on the Monday of the school closing, or starting at 6:00 PM on the Thursday night before the Friday of the school closing. In the event of unexpected inclement weather (e.g., snow or sleet) and/or an emergent condition which has forced the closing of the child's school on this Friday or Monday described immediately above, the parents agree to employ this "Friday/Monday school closings policy" unless some other arrangement has been otherwise mutually agreed to by them.

D. Mother's Day - Father's Day: If the child is not already otherwise in that parent's immediate placement on these days, the child shall be with the mother from 9:00 AM until 6:00 PM on Mother's Day; and with the father from 9:00 AM until 6:00 PM on Father's Day.

E. Child Birthday Timesharing:

The parents agree they will make a good faith effort to coordinate their schedules so that each parent is able to spend a reasonable amount of time with their child during both that child's birthday and each parent's birthday ("a reasonable amount of time" shall be defined to mean up to 3 hours).

F. Summer Timesharing Period – Yearly Vacation Periods:

1. Unless otherwise specifically modified or stated otherwise, in writing, below, the parties acknowledge that the "summer timesharing period" shall be defined as that period "beginning on the first day immediately following the end of the school term in the school district in which the child resides, and ending one full week (7 complete days) immediately prior to the date of the start of the new fall school term in the school district where the child will be attending school for that upcoming school year."

2. [Include provisions for summer timesharing here.]

¹⁰ For the purposes of this agreement, "weekdays" are defined to mean Mondays, Tuesdays, Wednesdays or Thursdays.

Parties may mutually agree to modify this summer timesharing period on a year-to-year basis:

3. In addition, and 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.

G. Thanksgiving:

1. For even-numbered years, the child shall be with the ***** from the Wednesday immediately preceding Thanksgiving Day at 10:00 AM until the Sunday immediately following Thanksgiving Day at 6:00 PM. For odd-numbered years, the child shall be with the ***** during this fixed holiday period.

2. During this holiday period when the Monday and Tuesday immediately preceding Thanksgiving Day are also considered to be “school holidays” in the school district in which the child resides, the ***** shall have the child during even-numbered years from Monday at 10:00 AM until Wednesday at 10:00 AM; and the ***** shall have the child during odd-numbered years from Monday at 10:00 AM until Wednesday at 10:00 AM. The parties may also mutually agree to modify these days and times if they find it mutually beneficial to do so.

3. Notwithstanding this “fixed” time period, 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:

1. Week one: From 6:00 PM on the day their child’s school lets out for this holiday until December 25 at 2:00 PM (the ***** will have “week one” during even-numbered years and the ***** will have “week one” during odd-numbered years, unless otherwise modified by the mutual agreement of these parties, in writing).

2. Week two: December 25 at 2:00 PM until 6:00 PM on the day immediately prior to the child returning to school after this holiday (the ***** will have “week two” each year during odd-numbered years and the ***** with have “week two” during even-numbered years, unless otherwise modified by the mutual agreement of these parties, in writing).

3. 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. Child’s school spring break:

1. (a) The parties shall equally divide the total number of days for this school holiday, with the parent having the first-half of these days beginning on the day the schools let out for this holiday period in the school district in which the child resides (and, when

age appropriate, in the school district where the child is then enrolled as a student), and with the other parent having the second-half of these days and the child then being returned to his/her/their residence by 6:00 PM on the day immediately prior to classes resuming at the end of the school spring break holiday in the school district in which the child resides (and, when she is age appropriate, in the school district where the child is then enrolled as a student).

(b) The exchange day for this holiday period shall be Wednesday at 6:00 PM.

2. For odd-numbered years thereafter, the ***** shall have the “first-half” of this holiday period, with the ***** having the “second-half”; and for even-numbered years thereafter, these periods shall be reversed with the ***** having the “first-half” of this holiday period.

Alternate provision:

During odd-numbered years the ***** will have the child from 6:00 PM on the day the child is released from his school for the start of this holiday until 6:00 PM on the day immediately prior to the child returning to school after this holiday. The ***** will have this identical holiday period with the child for all even-numbered years.

3. The parties may mutually agree in writing to modify or alter this “school spring break” schedule from year-to-year to accommodate a parent’s spring vacation plans with the child or for any other purposes.

J. X PICK-UP AND RETURN FOR VISITATION:

1. WHO WILL PICK UP AND RETURN:

- “Visiting” parent
- Custodial/placement parent
- Custodial parent will deliver at the beginning of the time-sharing period and the other parent will return the child(ren) at the end of this time-sharing period
- Parents will meet at a safe and appropriate “exchange point” mutually agreed upon by them
- Parents may mutually agree upon a different “pick up/return” selection other than the one(s) marked with an “X”
- The parents mutually agree that an adult family member or adult third party (“adult” in this instance being defined to mean “at least 21 years old”) 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 parents will mutually agree upon a safe and convenient and appropriate “exchange point” which is approximately

equidistant from their current residences

IX. PARENTING PLAN

A. Parties shall not engage in acts of parental alienation:¹¹

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.

B. No third-party involvement in the parenting of the parties' child – discipline of child:

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

3. Neither the parents nor, if applicable, the stepparents 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 their 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;

¹¹ **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.

- (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 numbers:

As a courtesy to the other parent, the father and mother agree to make reasonable and good faith efforts 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, that parent (if at a location other than that parent’s permanent residence). In addition, the parties will provide one another his and her current cellular phone numbers, and their current land-line telephone numbers (if different from their cellular phone numbers). 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.

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*¹² [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 expose or subject the child:

- (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

¹² See also: *South Carolina Code Ann. §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.”

intoxicants or illegal drug use, or a knowing misuse of prescription 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 level (BAC) of up to .08%);

- (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 be engaged in any unlawful use of drugs and/or narcotics (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 level (BAC) of up to .08%);
- (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) to any paramour of a parent staying overnight at that parent's residence between the hours of 10:00 PM to 7:00 AM while the minor child is in that same parent's immediate care; or to a paramour occupying the same bedroom as that parent while traveling together with that parent and that parent's child; provided however, this "paramour" restriction may be terminated by the mutual, express agreement of these parties after they are divorced and are no longer husband and wife.
- (i) in consideration of their child's known allergies, medical 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 dander¹³).

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. If and when applicable, 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. Provided further, that the parents shall share with one another their child's school activities schedule and after-school activities schedule within sufficient time to allow the other parent to attend these activities. At the beginning of the child's school year, both parents shall be provided with the child's teacher's e-mail address. Copies of reports cards and/or school progress reports shall be shared with both parents. If utilized in the school of the school district in which the child attends, both parents may participate in that school's "Parent Connect" program or a similar-styled "parent notification" program employed by the child's school.

6. 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).

7. Both parents shall be required to communicate with the other parent in advance to make certain that the child is scheduled for any routine, age-appropriate medical check-ups and regular dental appointments with the child's regular physician/pediatrician and/or dentist. The "parent notification" provisions set forth in paragraph G.6., below, shall govern these parties to assist with their compliance of this provision.

8. While the child is in his or her placement, both parents shall be required to make certain their child observes personal hygiene, both in a child's physical condition (e.g., daily baths) and in the child's clothing (both outwear and underwear).

9. While the child is in his or her placement, that parent shall see that the child observes an age-appropriate bedtime.

10. Both parents are restrained from knowingly allowing the child to be exposed to any X-rated or pornographic materials, or any age-inappropriate (e.g., violent) video games. Neither parent shall knowingly permit the child to create, place and/or enter any provocative pictures (including personal pictures), statements or comments on any currently known or future created "social networking" website(s) such as Facebook and/or Twitter.

¹³ 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.

11. 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 that, once made known that a relative, friend or known third party (collectively referred to as a “posting third party”) has made such a demeaning “post” about the other parent on a social networking page, the parent shall immediately contact the 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.

12. 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 her seat and/or is securely placed and restrained inside the motor vehicle by an age-appropriate, state-approved child restraint, as required by law.

13. 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”.

E. Acknowledgements between the parents and child:

1. This agreement represents an acknowledgement by these parents that 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 their 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. The child shall also have the right to have both parents' full and mutual participation in discussing with the parents, and mutually agreeing upon, those events and/or activities which will involve, shape, influence or impact upon the child, both as of this present time and into the child's future [e.g., educational, extracurricular activities, or future occupation(s)].

5. 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 their child:

1. (a) (1) The right to unimpeded telephone conversations with their child¹⁴ 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.*

(2) The ***** agrees, at **** sole cost, to open and activate a separate cellular phone plan and purchase a cellular phone (cellphone) *specifically and exclusively* for their child's use in both receiving phone calls from, and making phone calls to, the child's parents. Only the parents and their child shall be informed of, and have access to, the assigned cellular phone number. Provided however, in the event the cellphone is damaged, destroyed and/or lost during any time while the child is in the *****'s immediate placement, the ***** shall be immediately responsible for purchasing and paying for a replacement cellphone.

(3) In addition to the restrictions set forth in paragraph 1.(b), below, and with the exception of an emergency or emergent condition which necessitates that a contact be made by a parent or by their child, neither parent shall place cellphone calls to their child during the child's regular school hours or extracurricular activities; nor shall the child be permitted to use this cellphone during his regular school hours or to place calls to anyone other than his parents.

(b) No telephone calls should be made by the "calling parent" to the child either prior to 7:00 AM or after 9:00 PM; however, this restricted time may be extended

¹⁴ See: *South Carolina Code Ann. §63-15-250.*

either by the mutual, written agreement of the parents or to a more child age-appropriate time as the child gets older.

(c) Provided however, if during the time of these actual telephone conversations either a “calling parent” or “called 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 parent” or the “calling parent”*, all subsequent phone calls made to the child may be subject to being recorded for possible future litigation against the violating parent.¹⁵

2. The right to receive notice and relevant information as soon as practical (but within at least 1 hour) in the event of hospitalization or major/serious illness of their child (see above).

3. If and when applicable based on the age of their child, the right to receive directly from the school, upon written request which includes a current mailing address, and upon payment of reasonable costs of duplicating, copies of their child's report cards, attendance records, names of teachers, class schedules, standardized test scores, and any other records customarily made available to parents.

4. Unless otherwise prohibited by law, the right to receive copies of their child's medical, health, or treatment records directly from the physician or health care provider who provided such treatment or health care, upon written request which contains a current mailing address and upon payment of reasonable costs of duplication by "the requesting party"; provided that, no person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person.

5. 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.

6. 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

¹⁵ See: State v. Whitner, S.C.Sup.Ct., Opinion No. 27142, filed July 11, 2012.

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).

7. Notwithstanding that the notification of their child's "events, activities or appointments" may be independently accessed by a parent, these parties agree that neither parent will have any affirmative obligation to provide the other parent with any such "notifications" listed above, but may agree or elect to do so as a simple courtesy to one another.

*Arranging and coordinating the child's
"school-related activities" and "extracurricular activities":*

8. (a) Prior to their child's enrollment or participation in school-related and extracurricular activities (both current and future activities), the parents agree to discuss with one another in advance their child's enrollment and participation in this activity in a continuing good faith effort to reach an agreement affecting the child's participation, and the parents' involvement, in these activities (e.g., the number of such activities, travel time and distance between these activities, the parent who is to transport the child to these activities, and payment for the expense directly related to their child's participation in this activity). Provided that, absent any mutual agreement reached by these parents on this issue, it is understood that their child's participation in these activities should not diminish, affect or impact on the parents' fixed timesharing periods with the child.

(b) In the event both parents have mutually agreed to their child's participation in a school-related and/or an extracurricular activity, then, as it will apply to, and effect, both parents, after the child has enrolled in, and is participating in, this activity, the child will be expected to fully complete the activity.

X. 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 (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*¹⁶, 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.

XI. PROVIDING CHILD CARE IN THE ABSENCE OF THE "TRAVELING PARENT"

A. In the event, during the child's summer months vacation period, the parent with whom the child is then 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 to his or her residence from these travels. Provided further, however, in addition to the summer months vacation period, the parties may also use this "traveling parent" option on such other dates upon which they may mutually agree in writing.

B. It is understood and agreed that during this expected limited period of time, until the traveling parent's return, the other parent shall neither knowingly, deliberately nor purposely create a hostile or disruptive environment for the child staying with him or her.

XII. DISAGREEMENTS OR REQUESTED FUTURE MODIFICATIONS OF THE MEDIATION AGREEMENT

A. Should a disagreement arise under this mediation agreement, or should the parties wish to modify their agreement (with the exception of a court-approved equitable division of the marital estate which shall constitute a final division of their marital assets and marital debts), 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 to court.

¹⁶ *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."

B. Unless a statutory limiting factor precludes an alternative dispute resolution process prior to court action, or unless an emergency court action is necessary to protect the 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.

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