Form 68-C IN THE CIRCUIT COURT OF _____ COUNTY, MISSOURI Petitioner Father Mother SSN: XXX-XX-_____, No. _____ v. Respondent Father Mother SSN: XXX-XX-_____. PDL/TEMPORARY | FINAL **JUDGMENT AND PARENTING PLAN, SECTION 452.310.7** SUBMITTED BY FATHER MOTHER THE PARTIES THE COURT (Instructions: Fill in blanks as required; mark appropriate boxes; strike inapplicable provisions or circle applicable provisions. Attach additional sheets if necessary.) CHILD(REN) NAME(S) DATE(S) OF BIRTH/AGE(S) 1. LEGAL CUSTODY/PHYSICAL CUSTODY DESIGNATIONS. Parents with joint legal custody share decision making with respect to the child(ren) as set forth herein. A parent receiving sole legal custody makes decisions with respect to the child(ren) as set forth herein. 1.1 Mother and Father shall have joint legal custody and joint physical custody of the child(ren). 1.2 Mother and Father shall have joint legal custody and Mother Father shall have sole physical custody of the child(ren). 1.3 Mother Father shall have sole legal custody and Mother and Father shall have joint physical custody of the child(ren). 1.4 Mother Father shall have sole legal custody and sole physical custody of the child(ren). 1.5 If joint physical custodians, Mother's Father's home shall be considered the home of the child(ren) for school and mailing purposes. 1.6 Third party custody is awarded to_____

1.7 Other:
2. PHYSICAL CUSTODY/PARENTING TIME/VISITATION. 2.1 The parties are permitted to share physical custody/parenting time with the children in any manner in which they mutually agree. In the event of any disagreement, the parties shall share parenting time with the children as set forth herein. 2.2 Mother and Father shall share physical custody of the child(ren) on an alternating week basis, with the exchange to occur every Sunday at 6:00 PM AM/PM. 2.3 Mother Father shall have the child(ren) every week from 8:00 AM Mother Father shall have the child(ren) every week from 8:00 AM AM/PM on Wednesday. Mother Father shall have the child(ren) every week from 78:00 AM AM/PM on Wednesday until 8:00 AM AM/PM on Friday. The parties shall have alternating weekends from 8:00 AM AM/PM on Friday until 8:00 AM AM/PM on
the times that the other parent has visitation/temporary custody as set forth herein. The other parent shall have physical custody/parenting time/visitation every other weekend from Friday at 6:00 PM AM/PM until Sunday AM/PM beginning: (date) 3 and, in addition, from Wednesday 3 at the conclusion of the school day, if school is in session, or PM, whichever first occurs;
until PM on the same day of the week the following morning at the beginning of the school day, if school is in session, or AM, whichever first occurs. 2.5 Mother and Father shall share custody as follows:
THE HOLIDAYS AND SPECIAL DAYS AND THE VACATION TIME SET FORTH BELOW IN PARAGRAPHS 2.6 THROUGH AND INCLUDING 2.11 SHALL HAVE PRIORITY OVER THE WEEKENDS AND OTHER TIMES SET FORTH ABOVE IN PARAGRAPHS 2.1 THROUGH AND INCLUDING 2.5. 2.6 Summer Vacation. Each parent shall have weeks each summer to be exercised in blocks of one week(s) each, separated by at least one week(s), so as not to interfere with school Mother Father shall select one said week by sending a letter to the other parent postmarked not later than May 1 each year; then the other parent shall select one week in like manner by letter postmarked not later than May 8 each year. The parents shall alternate in like fashion by letters postmarked one week apart from the previous letter sent by the other parent, i.e. May 15, May 22, etc., until all weeks are selected. Neither parent shall select

parent as set forth in paragraphs 2.7 through and including 2.11.			
OR			
2.6 Summer Vacation. Mother Father shall have the child(ren) each summer			
beginning the first Sunday after school ends for a one-week, seven-day period. At the end of this			
one-week period, the other parent shall have the child(ren) for one-week seven-day period. The			
parents shall alternate in a like manner until three days before school begins, at which time the			
child(ren) will be returned to Father. Mother shall have the first weekend after school begins for			
her visitation and the parties shall commence the visitation schedule in the applicable paragraphs			
2.1 through 2.5 above.			

vacation time which deprives the other parent of holidays or special days allocated to such other

2.7 HOLIDAYS. THE PARENTS SHALL SHARE THE HOLIDAYS AND SPECIAL DAYS AS SET FORTH.

Holidays and Special Days. Custody and visitation on the holidays and special days in the table below shall be from 9:00 a.m. until 8:00 p.m. if the children are not in school and if the children are in school, from after school until 8:00 p.m. Holidays and special days shall prevail over weekend, weekday, and summer vacation.

Holiday	Even Numbered Years	Odd Numbered Years
	FATHER or MOTHER	FATHER or MOTHER
Halloween		
Easter		
ML King Day	Mother	Father
President's Day	Father	Mother
Memorial Day	Mother	Father
Independence Day		
Labor Day	Mother	Father
Easter	Father	Mother
Thanksgiving	Mother	Father
Other Holidays (specify)		
Child's Birthday		
Fall Parent/Teacher Conf Recess		
Special Occasions (specify)		
Fall Break Recess		
Spring Break Recess		

Mother shall have the children on her birthday from 9:00 a.m. until 8:00 p.m. if the children are not in school and if the children are in school, from after school until 8:00 p.m.

Mother shall have the children on Mother's Day of each year from 9:00 a.m. until 8:00 p.m.

Father shall have the children on his birthday year from 9:00 a.m. until 8:00 p.m. if the children are not in school and if the children are in school, from after school until 8:00 p.m.

Father shall have the children on Father's Day of each year from 9:00 a.m. until 8:00 p.m.

2.8. CHRISTMAS VACATION.

CHRISTMAS VACATION	FATHER or MOTHER	FATHER or MOTHER
	ODD YEAR	EVEN YEAR

	9:00 p.m. on December 24th through 6:00 p.m. on January 1 st . 3:00 p.m. the day the children's school lets out for Christmas vacation begins through 9:00 p.m. on December 24 th , and January 1 st at 6 p.m. through the day school commences after the Christmas vacation at 8:00 a.m.			
schoo bysi	Other Christmas Vacation Scholar Christmas Vacation Scholar for commencement and termiol calendar for the district in which 2.9 The birthdays of the child deal custody of a child on that child day; or, Other (describe):	ination of Christmas visi ch the children are enrol (ren) shall be shared as nild's birthday shall hav	tation shall be based upon the p led. follows: The parent not have at least four hours on that ch	aving
				•
	2.10 Other Holidays/Special D	ays:		
custo shall entitl custo custo	2.11 If the parent entitled to dy/visitation for any reason, to dy/visitation during said period. resume physical custody/visitation ed to such is able during dy/visitation. This provisity/visitation is unable to provide hours. RANSFER/EXCHANGE OF TH	the other parent shall The parent originally er on from the other parent said parent's regularly sion applies only if e physical custody/visita	have the first right to phy ntitled to physical custody/visit at such time as the parent origi y scheduled period of phy the parent entitled to phy ation for a period of time excess	ysical tation inally ysical ysical

3.1 Unless otherwise mutually agreed by the parents, transfer/exchange of the child(ren) shall occur at: the home ofMotherFather another location:
3.2 The parent exercising the aforesaid visitation/temporary custody shall transport the child(ren) to and from said visitation/temporary custody. 3.3 The parent whose period of visitation/temporary custody is beginning shall pick up the child(ren) from the parent whose period of visitation/temporary custody is ending. 3.4 Each parent may select a suitable adult to transport the child(ren) to and from the exchange.
4. TELEPHONE ACCESS. Each parent shall have reasonable telephone contact with the child(ren) while the child(ren) is/are with the other parent. Each parent shall have said telephone contact as often as mutually agreed between the parents. If the parents are unable to agree, said telephone access shall occur daily between the hours of 6:00 PM and 8:00 PM for no longer than thirty (30) minutes. Other:
5. RESTRICTIONS OR LIMITATIONS ON ACCESS. The following restrictions or limitations on access to a person or parent shall apply and the supporting reasons are set forth:
 6. DECISION-MAKING RIGHTS AND RESPONSIBILITIES. 6.1 As the parents have JOINT LEGAL CUSTODY, decision-making rights and responsibilities for all parenting matters, including those set forth herein, shall be shared between the parents as set forth. 6.2 As one parent has received SOLE LEGAL CUSTODY, the parent receiving sole legal
custody as designated in Section 1 hereof shall have the right to make all decisions for all parenting matters, including those set forth herein, and there shall be no sharing of decision-making rights and responsibilities because (facts):

- 6.3 Educational Decisions. All educational decisions including the particular school to be attended, classes to be taken and extracurricular activities permitted. The parents shall in all cases facilitate communication of information between and among themselves and the school orally, in writing and through other appropriate methods. Both parents shall instruct the school that information shall be shared with both parents.
- 6.4 Medical, Dental and Health Care Decisions. Selection of such health care providers as are in the best interests of the child(ren) given their specific needs, and taking into account payment, including whether the provider accepts the health insurance then in force. In all cases, each parent shall be authorized to give approval for emergency and other care as necessary. In all cases, each parent shall communicate emergency health care matters to the other parent as soon as practicable by appropriate means. In all cases, each parent shall communicate non-emergency health care matters to the other parent either orally or in writing prior to any medical procedure. In all cases, each parent shall advise the other of medical conditions or health issues of the child(ren). In all cases, neither parent shall obligate the other to pay for any medical, dental or other health care treatment, except in the case of emergency care as may be reasonably necessary.
- 6.5 Extra-Curricular Activities. Determination of extra-curricular activities in which the child(ren) will participate. In all cases, extra-curricular activities which occur during parenting time of both parents shall be mutually agreed, and the parent having physical custody of the child(ren) at the time of the activity shall, unless otherwise mutually agreed, transport the child(ren) to the activity. Each parent shall give the other oral or written notice of extra-curricular activities and both parents shall be permitted and allowed to attend unless otherwise ordered by the Court.
- 6.6 Child Care Providers. Selection of child care provider(s) which may either be a suitable adult, a licensed day care facility, or such other babysitter or person deemed appropriate.
- 6.7 Communication Procedures. The parents shall communicate with each other either orally, by telephone or in writing, unless otherwise set forth. The parents shall at all times keep each other informed of their respective work, home and cell telephone numbers, e-mail addresses, employment addresses, residence addresses and mailing address, including the residence and mailing addresses of the child(ren). In the event either parent shall travel with the child(ren) outside the county of residence of the child(ren), the other parent shall be notified by the parent traveling with the child(ren) of: (1) the travel itinerary including, but not necessarily limited to, the addresses where the child(ren) will travel, (2) where the child(ren) will spend the night during such travel; and, (3) the telephone numbers where the child(ren) may be reached at all times during any such travel. If the travel includes visits or overnights with other persons, as opposed to an exclusively sightseeing trip, the parent traveling with the child(ren) shall notify the other parent of the names and relation to the child(ren) or parent traveling with the child(ren) of each person with whom the child(ren) shall have contact during such travel.

6.8 Other:	

6.9 Dispute Resolution Procedure. In the event of disagreement among the parents regarding any decisions or interpretation of this Parenting Plan, the parents shall first discuss the matter among themselves and attempt to reach a reasonable resolution. If they are unable to do so, they shall then submit the matter to an agreed upon appropriate friend, counselor, attorney, priest, pastor, minister, rabbi, or other clergy, or such other person, who shall be permitted to render suggestions to the parties. If the parties are still unable to agree, then the parties may submit the matter for mediation provided both parties mutually agree. If the parties are still unable to agree, then either or both parties may engage an attorney, and bring an appropriate action in court to resolve the matter.

7. EXPENSES OF THE CHILD(REN)/CHILD SUPPORT.
☐ Mother ☐ Father shall pay child support as set forth herein.
The presumed correct monthly amount of child support pursuant to Rule 88 and Form 14, which
is attached hereto and incorporated herein by reference, is \$ for one child, \$ for
two children, \$ for three children, \$ for four children, \$ for five children,
\$ for six children.
7.1 The presumed correct amount of child support is the amount of child support to be paid
for current support.
7.2 The presumed correct amount of child support is unjust and inappropriate, and the
monthly amount of child support to be paid for current support is \$ for one child,
\$ for two children, \$ for three children, \$ for four children, \$
for five children, \$ for six children.
7.3 (Select this paragraph if there is more than one child) At such time as the receiving
parent is entitled to support for a lesser number of children on the date of such child support is
payable, the paying parent shall pay to receiving parent the correct amount for the number of
children entitled to support as set forth.
7.4 The parents have agreed that payments shall be made directly to the parent entitled to
support.
7.5 Payments shall be made to the Family Support Payment Center, P.O. Box 109002,
Jefferson City, MO 65110-9002, as trustee for the parent entitled to support.
7.6 Income withholding shall be required at this time.
7.7 Income withholding of the parent paying support ("OBLIGOR") shall not be required
at this time because (facts):

7.8 NOTICE OF INCOME WITHHOLDING: PURSUANT TO SECTION 452.350.2, RSMo, INCOME WITHHOLDING SHALL BE INITIATED, UNLESS OTHERWISE SET FORTH HEREIN OR IN THE JUDGMENT, ON THE EFFECTIVE DATE OF THIS ORDER AND JUDGMENT. THE PARTIES ARE HEREBY NOTIFIED THAT IF THE INCOME OF AN OBLIGOR IS NOT WITHHELD AS OF THE EFFECTIVE DATE OF THIS ORDER, SUCH OBLIGOR'S INCOME SHALL BE SUBJECT TO WITHHOLDING PURSUANT TO SECTION 452.350, RSMo, WITHOUT FURTHER EXCEPTION ON THE DATE ON WHICH THE OBLIGOR BECOMES DELINQUENT IN MAINTENANCE OR CHILD SUPPORT PAYMENTS IN AN AMOUNT EQUAL TO ONE MONTH'S TOTAL SUPPORT OBLIGATION. SUCH WITHHOLDING SHALL BE INITIATED IN THE MANNER PROVIDED IN SECTION 452.350.4, RSMo.

		t payment is du					
period	d of	, 20	, and	on the	of each mo	onth thereafter.	
		rearage: There					
		paid by Moth					
		above the curren					
		ge shall be made		day of each i	month, by the	same means,	and to the
		as for current sup					
	/.11 Ot	ner:					
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8. IN	COME TA	AX PROVISION	NS.				
	8.1 The	parent receiving	support, \square F	ather Moth	er Other:		
							for federal
		e tax each year					
Form	14.						
		right to claim the	, ,			ovided the par	ent paying
suppo	rt is curre	nt on the suppor	t obligation fo	or the tax year	in question:		
		8.2.1 Father sh					years, and
		Mother shall cla					
		8.2.2 Father sha	all claim				in [
		all even o			all claim		
		in all even					
		8.2.3 At such tir		•			
		child in all		tax years, and	l Mother shal	I claim the chi	ld in <u>lall</u>
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Ш	8.3 Oth	er:					
9 HF	FAI TH IN	ISURANCE.					·
, 11L		ather Mother			shall r	naintain or pro	vide health
insura		e child(ren).			511411 1	in pro	, ide ileuitii
		-/-					

9.2 The child(ren) is/are covered by a government plan,
	Parents shall provide health insurance, if available through employment,
at reasonable cost.	
9.3 Father	Mother Parents shall provide health insurance, if available through
employment, at reaso	nable cost.
9.4 Pursuant t	o §454.603.5 RSMo, Father shall be liable for% and Mother shall be
liable for% of th	e medical or dental expenses for the unemancipated child that are not covered
by health benefit plan	n coverage because the Court finds that said plan does not cover all such
expenses; each paren	t has the financial resources to contribute to said uncovered medical and
dental expenses; and	each parent has substantially complied with the terms of the health benefit
	nd dental expenses are defined to be those expenses deductible for federal
income tax purposes,	including but not limited to: insurance deductibles, doctor's visits, dental
visits, orthodontia, ey	re exams and glasses, and prescription drugs. The parent incurring out-of-
_	ses shall advise the other parent, in writing, in a timely manner of all medical
expenses incurred and	I, within thirty (30) days of the receipt of any bill or insurance notice that all
claims have been pro	cessed and paid (whichever is later), shall forward same to the other parent
for payment of his or	her share. Each parent shall pay his or her share of the unpaid medical
expenses within sixty	(60) days of the receipt of the final bill.
Other:	
	·
10. EDUCATIONAL	
	UGH SECONDARY EDUCATION (HIGH SCHOOL):
	through secondary education shall be paid equally by the parties all by
=	other in the following percentages: Father%; Mother
%.	
	SECONDARY, COLLEGE, OCCUPATIONAL/TECHNICAL SCHOOL:
	The parents make no provision at this time for payment of post-secondary
	e, university or occupational/technical school. The parties shall have the right
	rn to court at a future date to allocate the cost thereof
	The cost each year of each child attending a post-secondary college,
	sity or occupational/technical school, state or private, subject to the
	ions set forth herein, shall be paidequally by the partiesall by Father
	by Mother%; Mother%; Mother
The limitation	%. s are as follows:
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"Cost" shall include tuition, fees, books, room and board and any other cost or charge which is not otherwise paid by academic or activity scholarship or grant. It does not include room and board while the child(ren) is/are residing with either parent.

The percentage the parents are required to pay shall be the percentage of the actual cost of the child, i.e.., if child receives a scholarship or other aid which reduces costs, the "cost" does not

include the amount of such scholarship or aid, and, for this purpose, loans to the student shall not be considered a "scholarship or other aid."

The child must carry at least a minimum number of credit hours each semester which, according to the institution the child attends, classifies the child as a full-time student.

The maximum cost which the parents shall be responsible to pay for in any given school year will be the then cost for tuition, fees, books, room and board and other costs or charges of an in-state student attending the University of Missouri – Columbia, regardless of which institution the child attends.

The parents shall not be responsible to pay for more than eight (8) semesters at a college or university. For purposes of this paragraph, a "semester" does not include a "summer semester." For those institutions having three quarters or terms in place of two semesters, full time means attending three quarters or terms in the normal academic year which is equivalent to the fall and winter semesters at other institutions, not including the summer term or quarter at such institution. 10.2.3 Other: _____ 11. EXTRAORDINARY EXPENSES. Extraordinary expenses shall be paid equally by the parties all by father all by mother in the following percentages: Father _______%; Mother ______% ___by the parent contracting for such. 12. CHILD CARE EXPENSES. Child care expenses shall be paid equally by the parties all by father all by mother in the following percentages: Father ______%; Mother ______% by the parent contracting for such. 13. TRANSPORTATION EXPENSES. Transportation expenses related to exercise of visitation/temporary custody as set forth previously shall be paid equally by the parties all by father all by mother in the following percentages: Father ______%; Mother ______% by the parent incurring such. 14. RELOCATION. Pursuant to Section 452.377.11, RSMo, the parties are hereby notified as follows: "ABSENT EXIGENT CIRCUMSTANCES AS DETERMINED BY A COURT JURISDICTION, YOU, AS A PARTY TO THIS ACTION, ARE ORDERED TO NOTIFY, IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND AT LEAST SIXTY (60) DAYS PRIOR TO THE PROPOSED RELOCATION, EACH PARTY TO THIS ACTION OF ANY PROPOSED RELOCATION OF THE PRINCIPAL RESIDENCE OF THE CHILDREN INCLUDING THE FOLLOWING INFORMATION: (1) THE INTENDED NEW RESIDENCE, INCLUDING THE SPECIFIC ADDRESS AND MAILING ADDRESS, IF KNOWN, AND IF NOT KNOWN, THE CITY: (2) THE HOME TELEPHONE NUMBER OF THE NEW RESIDENCE, IF

(3) THE DATE OF THE INTENDED MOVE OR PROPOSED

KNOWN:

RELOCATION;

- (4) A BRIEF STATEMENT OF THE SPECIFIC REASONS FOR THE PROPOSED RELOCATION OF THE CHILD; AND
- (5) A PROPOSAL FOR A REVISED SCHEDULE OF CUSTODY OR VISITATION WITH THE CHILD.

YOUR OBLIGATION TO PROVIDE THIS INFORMATION TO EACH PARTY CONTINUES AS LONG AS YOU OR ANY OTHER PARTY BY VIRTUE OF THIS ORDER IS ENTITLED TO CUSTODY OF A CHILD COVERED BY THIS ORDER.

YOUR FAILURE TO OBEY THE ORDER OF THIS COURT REGARDING THE PROPOSED RELOCATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE SUCH ORDER, INCLUDING CONTEMPT OF COURT.

IN ADDITION, YOUR FAILURE TO NOTIFY A PARTY OF A RELOCATION OF A CHILD MAY BE CONSIDERED IN A PROCEEDING TO MODIFY CUSTODY OR VISITATION WITH THE CHILD.

REASONABLE COSTS AND ATTORNEY FEES MAY BE ASSESSED AGAINST YOU IF YOU FAIL TO GIVE THE REQUIRED NOTICE."

15. ENFORCEMENT BY LAW ENFORCEMENT OFFICIALS.

The sheriff or any other law enforcement officer shall enforce the rights of any person to custody or visitation unless the Court issues a subsequent order pursuant to Chapters 210, 211, 452 or 455, RSMo, to limit or deny the custody of, or visitations with, the child. Such sheriff or other law enforcement officer shall not remove a child from a person who has actual physical custody of the child unless such sheriff or law enforcement officer is shown a court order or judgment which clearly and convincingly verifies that such person is not entitled to the actual physical custody of the child, and there are not other exigent circumstances that would give the sheriff or other law enforcement officer reasonable suspicion to believe that the child will be harmed or that the court order presented to the sheriff or other law enforcement officer may not be valid.

16. NOTICE CONCERNING NONCOMPLIANCE.

Pursuant to Section 452.375.10, RSMo, you are hereby notified that: "In the event of noncompliance with this order, the aggrieved party may file a verified motion for contempt. If custody, visitation, or third-party custody is denied or interfered with by a parent or third party without good cause, the aggrieved person may file a family access motion with the court stating the specific facts that constitute a violation of the custody provisions of the judgment of dissolution, legal separation, or judgment of paternity. The circuit clerk will provide the aggrieved party with an explanation of the procedures for filing a family access motion and a simple form for use in filing the family access motion. A family access motion does not require the assistance of legal counsel to prepare and file."

17. ADDITIONAL/OTHER:

Paternity is established, or reaffirmed, as the case may be, and the existence of the
father/child relationship is determined between,
father, and the child(ren) named herein. The Missouri Department of Health, Bureau of Vital
Statistics, shall, and is hereby ordered to, amend the birth record of each said child, if required, to
show said person as father. Any cost related to amendment of the birth records shall be paid by the
parent requesting same.
The name(s) of the child(ren) are hereby changed as set forth herein, and the Missouri
Department of Health, Bureau of Vital Statistics shall, and is hereby ordered to amend the birth

birth records shall be paid by the parent reque	ce herewith. Any cost related to amendment of the sting same.
ORIGINAL NAME OF CHILD	NAME CHANGED TO
requested that the same be approved and accordering the parties to perform the terms there. There shall be no award of attorney for shall have judgment against	in the amount of gment to bear interest at the judgment rate from and serious GAL fee judgments or orders. Said fee is nave judgment against Mother Father in the amount of \$, and against in the amount of \$, and against in the amount of \$, and against cent rate from and after the date of judgment specified ruled, dismissed or denied. against Fatheragainst Mother.

IF THERE IS A SEPARATE JUDGMENT SIGNED BY A JUDGE, THIS PARENTING PLAN IS INCORPORATED INTO THE SEPARATE JUDGMENT. HOWEVER, IF

THERE IS NOT A SEPARATE JUDGMENT, THEN THIS PARENTING PLAN SHALL CONSTITUTE THE JUDGMENT ENTERED HEREIN, PROVIDED IT IS SIGNED BY A JUDGE. IN EITHER CASE, ALL PARTIES SHALL PERFORM THE TERMS OF THIS PARENTING PLAN.

Father	date	Mother	date
Father's Attorney MBE #	date	Mother's Attorney MBE #	date
Guardian Ad Litem	date	Third party	date
JUDGMENT SIGNED BY	Y A JUDGE; OI	INCORPORATED INTO R, UNLESS SIGNED BY A . OT A COURT ORDER OR JU	JUDGE IN THE
THE COURT HAVING D		GMENT	HE CAME TO DE
		ARENTING PLAN, FINDS TI REN), AND ACCORDINGLY,	
· · · · · · · · · · · · · · · · · · ·		EMENT OF THE COURT, OR I	
PARENTS/PARTIES TO P		THE CASE MAY BE, ANI RMS.	ORDERS THE
		Judge	
Date of Judgment:			