

FILED

DEC 16 2010

SONYA KRASKI
SNOHOMISH COUNTY CLERK
EX-OFFICIO CLERK OF COURT

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR SNOHOMISH COUNTY

In re the Marriage of:

SHANNON A. RYKER,
fka SHANNON WILSON,

Petitioner,

and

STUART M. WILSON,

Respondent.

PROPOSED

NO.

10 3 03106 7

FINAL PARENTING PLAN

This Parenting Plan is the Final Parenting Plan proposed by the Mother in her
Petition to Modify the March 2006 Parenting Plan.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. GENERAL INFORMATION

This Parenting Plan applies to the following children:

<u>Name</u>	<u>Age</u>
Sage	13
Stuard	11

LAW OFFICES

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OPPOSING PARTY

1
2 **II. BASIS FOR RESTRICTIONS**

3 2.1 PARENTAL CONDUCT (RCW 26.09.191(1), (2)).
4

5 The Father's residential time with the children shall be limited or restrained
6 completely, and mutual decision making and designation of a dispute resolution
7 process other than court action shall not be required because this parent has
8 engaged in the conduct which follows:

- 9 [x] Physical, sexual or a pattern of emotional abuse of a child.
10 [x] A history of acts of domestic violence as defined in RCW 26.50.010(1) or
11 an assault or sexual assault which causes grievous bodily harm or the fear
12 of such harm.

13 2.2 OTHER FACTORS (RCW 26.09.191(3)).
14

15 The Father's involvement or conduct may have an adverse effect on the
16 children's best interests because of the existence of the following factors:

- 17 [x] Neglect or substantial nonperformance of parenting functions.
18 [x] The absence or substantial impairment of emotional ties between the
19 parent and child.
20 [x] The abusive use of conflict by the parent which creates the danger of
21 serious damage to the children's psychological development.

22 **III. RESIDENTIAL SCHEDULE**

23 These provisions set forth where the children shall reside each day of the year and what
24 contact the children shall have with each parent.

25 3.1 SCHEDULE FOR CHILDREN UNDER SCHOOL AGE.

- [x] There are no children under school age.

3.2 SCHOOL SCHEDULE.

1 SAGE and STUARD shall have their primary residence with their Mother, except
2 for the following days and times when they shall reside with or be with the
3 Father:

4 on alternating weekends from after school Friday to 6:00 p.m. Sunday.

5 For purposes of this Parenting Plan, the school year shall begin three days before
6 the first day of school and shall end three days after the last day of school.

7 **3.3 SCHEDULE FOR WINTER VACATION.**

8 The children shall reside with the Mother during winter vacation, except for the
9 following days and times when they shall reside with or be with the other parent:

10 The children shall reside with each parent for one-half of the winter
11 vacation from school. In odd-numbered years, the children shall reside
12 with the Father during the first half and in even-numbered years the
13 second-half. The exchange shall occur at 6 PM on the day that is midway
14 between the last day of school and the first day school resumes.

15 **3.4 SCHEDULE FOR MID-WINTER/SPRING VACATIONS.**

16 The children shall reside with the Mother during the mid-winter and spring
17 vacations, except for the following days and times when they shall reside with or
18 be with the other parent:

19 The children shall reside with the Mother for the entirety of the mid-winter
20 break (usually in February) every year, and with the Father for the entirety
21 of the spring break every year. If there is only one such break from
22 school, it shall alternate between parents, even-numbered years to the
23 Father and odd-numbered years to the Mother.

24 **3.5 SUMMER SCHEDULE.**

25 The children shall reside with the Mother during the summer, except for the
following days and when they shall reside with or be with the other parent:

1 Same as school schedule, Paragraph 3.2, except that each parent shall be
2 entitled to designate up to two weeks each summer for uninterrupted
3 vacation time with the children. These vacations may be taken in two
4 one-week blocks of time or one two-week period of time. In even-
5 numbered years, the Father shall pick his vacation times first and notify
6 the Mother by June 1. The Mother shall then notify the Father of her
7 vacation dates by June 15. In odd-numbered years, the reverse. Neither
8 parent may select vacation times that interfere with the other parent's
9 holiday or special occasion times with the children without advance
10 written consent from the other parents.

11 3.6 VACATION WITH PARENTS.

12 The schedule for vacations with parents is provided in the paragraph defining
13 summer vacations.

14 Each parent is to provide the other parent with a travel itinerary and, whenever
15 reasonably possible, telephone numbers where the children can be reached
16 whenever the children will be away from the parent's home for a period of two
17 days or more.

18 3.7 SCHEDULE FOR HOLIDAYS.

19 The residential schedule for the children for the holidays listed below is as
20 follows:

	<u>With Mother</u>	<u>With Father</u>
New Year's Eve/Day (5P 12/31 to noon Jan 1)	Odd/Even See ¶ 3.3	Even/Odd See ¶ 3.3
Martin Luther King Day	See ¶ 3.2	See ¶ 3.2
Presidents Day	Every	
Easter	Odd	Even
Memorial Day	See ¶ 3.2	See ¶ 3.2
July 4th (9A to midnight)	Odd	Even
Labor Day	See ¶ 3.2	See ¶ 3.2
Veterans Day (as observed)	See ¶ 3.2	See ¶ 3.2
Thanksgiving Day	Even	Odd
Christmas Eve/Day (9A 12/24 to 9P 12/25)	Odd	Even

Holidays that fall on a Friday or Monday shall be attached to the regularly scheduled parent's weekend, and add 24 hours to that parent's weekend time, i.e., a start time of Thursday after school for a Friday holiday, or a Monday return (instead of Sunday) for a Monday holiday.

Thanksgiving shall be from after school Wednesday through 6 PM Sunday.

3.8 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the children for the following special occasions shall be as follows:

	<u>With Mother</u>	<u>With Father</u>
Mother's Day	Every	
Father's Day		Every
Sage's Birthday (Oct 31)	Odd	Even
Stuard's Birthday (Mar 29)	Odd	Even

For purposes of this Parenting Plan, a special occasion shall begin at 9:00 a.m. (or after school if applicable) and end at 8:00 p.m. and shall take precedence over the weekly residential schedule without necessitating compensating time.

3.9 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

If the residential schedule, paragraphs 3.1 - 3.8, results in a conflict where the children are scheduled to be with both parents at the same time, the conflict shall be resolved by priority being given as follows:

Rank the order of priority, with 1 being given the highest priority:

<u> 4 </u> school schedule (3.1, 3.2)	<u> 3 </u> vacation with parents (3.6)
<u> 3 </u> winter vacation (3.3)	<u> 2 </u> holidays (3.7)
<u> 3 </u> spring vacation (3.4)	<u> 1 </u> special occasions (3.8)
<u> 3 </u> summer schedule (3.5)	

3.10 RESTRICTIONS.

1 The Father's residential time with the children shall be limited because there are
2 limiting factors in paragraphs 2.1 and 2.2. The following restrictions shall apply
3 when the children spend time with this parent:

4 3.10.1 Firearm safety. The Father shall, at all times when the children are in his
5 residential care, keep all firearms in a locked gun safe, unloaded, and shall store
6 ammunition separately, also in a secure location inaccessible to the children.

7 3.10.2 Firearm-related activity. If the Father wishes to include the children in
8 legal activities involving firearms (i.e., hunting, target shooting), he may do so
9 only after verifying to the Mother that the children have completed an age-
10 appropriate course on gun safety and handling, and shall notify the Mother of his
11 plans 30 days in advance. If there is any dispute about the Father's intended
12 activities, the parties shall engage in dispute resolution or seek court approval
13 before the activity occurs.

14 3.10.3 Derogatory language. The Father shall not call the children names or
15 speak derogatorily of the Mother in the children's hearing or presence, including
16 threats about not seeing the Mother or other issues pertaining to the Parenting
17 Plan.

18 3.10.4 No corporal punishment. The Father shall not use any form of corporal
19 punishment including all discipline that is intended to or in fact does inflict
20 physical pain on the children.

21 3.11 TRANSPORTATION ARRANGEMENTS.

22 Transportation costs are included in the Child Support Worksheets and/or the
23 Order of Child Support and should not be included here.

24 Transportation arrangements for the children between parents shall be provided
25 by public transportation, unless the parents otherwise agree. On Sunday
evenings (or other exchange times when public transportation is not a feasible
option), the exchange shall occur at the Stanwood Park and Ride next to I-5.

The children shall be picked up and delivered promptly at the scheduled times.
The Father shall provide 24 hour advance notice of his intention not to exercise
any residential time set forth above. Each parent shall wait not less than one-half
hour when the other parent fails to appear for a residential exchange.

1 Parents may designate other adults known to the children to provide
2 transportation and give the other parent reasonable notice of whom to expect at
3 an exchange. Neither parent shall allow the children to be transported by an
uninsured or unlicensed driver.

4 When meeting to effectuate residential exchanges, the parties shall confine their
5 communications to what is necessary to effectuate that exchange, reserving
6 further communication to other times and means.

7 3.12 DESIGNATION OF CUSTODIAN.

8 The children named in this Parenting Plan are scheduled to reside the majority of
9 the time with the Mother. The Mother is designated the custodian of the children
10 solely for purposes of all other state and federal statutes which require a
designation or determination of custody. This designation shall not affect either
parent's rights and responsibilities under this Parenting Plan.

11 3.13 OTHER.

12 3.13.1 Objectives. Each parent agrees to honor one another's parenting style,
13 privacy and authority. Neither parent shall interfere in the parenting
14 style of the other nor shall either parent make plans or arrangements that
15 would impinge upon the other parent's authority or time with the
16 children without the express agreement of the other. Each parent shall
17 encourage the children to discuss their grievance against a parent
directly with the parent in question. It is the intent of both parents to
encourage a direct parent-child bond and communication.

18 3.13.2 Consistency. The residential arrangements defined above are provided
19 for in the best interests of the children. The children's interests are best
20 served by a full and regular pattern of contact with both parents,
21 responsiveness and cooperation by both parents, involvement by both
22 parents in all aspects of the children's needs and a reasonably consistent
23 routine of activities, values and discipline throughout both homes.
24 Absence, inconsistency and conflict are opposed to the best interests of
25 the children.

1 3.13.3 Telephone Access. When a child of the parties isn't residing with a
2 given parent, that parent shall be permitted unimpeded and
3 unmonitored telephone access with the child of not less than two calls
4 per week at reasonable times and for reasonable durations. The
 children shall be allowed to call the other parent at reasonable times.

5 3.13.4 Activities. Each parent shall have the right and responsibility to ensure
6 that the children attend school and other scheduled activities while in
7 that parent's care. Activities shall not be scheduled to unreasonably
 interfere with the other parent's residential time with the children.

8 3.13.5 Change of Address. Each parent shall provide the other with the address
9 and phone number of their residence and update such information
 promptly whenever it changes.

10 3.13.6 Affections. Each parent agrees to exert every reasonable effort to
11 maintain free access and unhampered contact and communication
12 between the children and the other parent, and to promote the emotions
13 of affection, love and respect between the children and the other parent.
14 Each parent agrees to refrain from words or conduct, and further agrees
15 to discourage other persons from uttering words or engaging in conduct,
16 which would have a tendency to estrange the children from the other
 parent, to damage the opinion of the children as to the other parent, or
 which would impair the natural development of the children's love and
 respect for the other parent.

17 3.13.7 Enrichment Activities. Each parent shall be responsible for keeping
18 themselves advised of athletic and social events in which the children
19 participate. Both parents may participate in school activities for the
 children regardless of the residential schedule.

20 3.13.8 Children's Welfare. Each parent shall provide the other parent promptly
21 with receipt of any significant information regarding the welfare of the
22 children, including physical and mental health, performance in school,
23 extracurricular activities, etc.
24

1 3.13.9 Child Care Alternative. If a parent scheduled to have the children is
2 unable to do so for a period of six hours or more, that parent shall
3 promptly notify the other parent and the other parent shall then have the
4 option to care for the children while the normally-scheduled parent is
5 absent. The children shall not be placed in daycare or with babysitters
6 during any time that the other parent is available and agrees to provide
7 the care. This does not eliminate the normally-scheduled parent's
responsibility to arrange for alternative care when necessary or to that
parent's right to designate alternate care providers as needed or to
schedule time for the children to get to know extended family members
on a recreational basis.

8 3.13.10 Residential Absence. Each parent shall inform the other when that
9 parent plans to be away from his or her residence with the children for
10 more than two nights. The information to be provided shall include
11 duration of the period, the destinations and destination telephone
numbers.

12 3.13.11 Children's Involvement. Neither parent shall ask the children to make
13 decisions or requests involving the residential schedule. Neither parent
14 shall discuss the residential schedule with the children except for plans,
15 which have already been agreed to by both parents in advance. Neither
16 parent shall advise the children of the status of child support payments
or other legal matters regarding the parents' relationship. Neither parent
shall use the children, directly or indirectly, to gather information about
the other parent or take verbal messages to the other parent.

17 3.13.12 Primary Residence. Neither parent shall encourage the children to
18 change their primary residence or encourage the children to believe it is
19 their choice to do so. It is a choice that will be made by the parents or,
if they cannot agree, the courts.

20 3.13.13 Derogatory Comments. Neither parent shall make derogatory comments
21 about the other parent or allow anyone else to do the same in the
22 children's presence. Neither parent shall allow or encourage the
23 children to make derogatory comments about the other parent.
24

1 3.14 SUMMARY OF RCW 26.09.430 - .480 REGARDING RELOCATION OF A
2 CHILD.

3 This is a summary only. For the full text, please see RCW 26.09.430 through
4 26.09.480.

5 If the person with whom the child resides a majority of the time plans to move,
6 that person shall give notice to every person entitled to court ordered time with
7 the child.

8 If the move is outside the child's school district, the relocating person must give
9 notice by personal service or by mail requiring a return receipt. This notice must
10 be at least 60 days before the intended move. If the relocating person could not
11 have known about the move in time to give 60 days' notice, that person must
12 give notice within 5 days after learning of the move. The notice must contain the
13 information required in RCW 26.09.440. See also form DRPSCU 07.0500
14 (Notice of Intended Relocation of A Child.)

15 If the move is within the same school district, the relocating person must provide
16 actual notice by any reasonable means. A person entitled to time with the child
17 may not object to the move but may ask for modification under RCW 26.09.260.

18 Notice may be delayed for 21 days if the relocating person is entering a domestic
19 violence shelter or is moving to avoid a clear, immediate and unreasonable risk
20 to health and safety.

21 If information is protected under a court order or the address confidentiality
22 program, it may be withheld from the notice.

23 A relocating person may ask the court to waive any notice requirements that may
24 put the health and safety of a person or a child at risk.

25 Failure to give the required notice may be grounds for sanctions, including
contempt.

**If no objection is filed within 30 days after service of the notice of intended
relocation, the relocation will be permitted and the proposed revised
residential schedule may be confirmed.**

1 A person entitled to time with a child under a court order can file an objection to
2 the child's relocation whether or not he or she received proper notice.

3 An objection may be filed by using the mandatory pattern form WPF DRPSCU
4 07.0700, (Objection to Relocation/Petition for Modification of Custody
5 Decree/Parenting Plan/Residential Schedule). The objection must be served on all
6 persons entitled to time with the child.

7 The relocating person shall not move the child during the time for objection
8 unless: (a) the delayed notice provisions apply; or (b) a court order allows the
9 move.

10 If the objecting person schedules a hearing for a date within 15 days of timely
11 service of the objection, the relocating person shall not move the child before the
12 hearing unless there is a clear, immediate and unreasonable risk to the health or
13 safety of a person or a child.

14 IV. DECISION MAKING

15 4.1 DAY TO DAY DECISIONS.

16 Either parent may make emergency decisions affecting the health or safety of the
17 children. Decisions regarding the day-to-day care and control of the children
18 shall be made by the parent having residential care at the time in question.

19 4.2 MAJOR DECISIONS.

20 Major decisions regarding each child shall be made as follows:

21 Education decisions	☒ Mother	☐ Father	☐ Joint
22 Non-emergency health care	☒ Mother	☐ Father	☐ Joint
23 Incl. therapy/counseling			
24 Extracurricular activities	☒ Mother	☐ Father	☐ Joint
25 Military before 18	☒ Mother	☐ Father	☐ Joint
Marriage before 18	☒ Mother	☐ Father	☐ Joint
Tattoos/piercing	☒ Mother	☐ Father	☐ Joint
Religious upbringing	Independent*		

1 *Each parent shall be allowed to freely practice his/her religious beliefs and
2 include the children in said practices without the consent of the other parent.
3 Neither parent may dictate the other parent's religious practices/non-practices nor
4 speak disparagingly to the children about same. The children's belief systems
shall be respected by both parents as they come of age to express those beliefs
for themselves.

5 4.3 RESTRICTIONS IN DECISION MAKING.

6 Sole decision making shall be ordered to the Mother for the following reasons:

- 7 [x] A limitation on the other parent's decision making authority is mandated
by RCW 26.09.191 (See Paragraph 2.1.).
- 8 [x] One parent is opposed to mutual decision making, and such opposition is
9 reasonably based on the following criteria:
- 10 (a) The existence of a limitation under RCW 26.09.191;
- 11 (b) The history of participating of each parent in decision making in
each of the areas in RCW 26.09.184(4)(a);
- 12 (c) Whether the parents have demonstrated ability and desire to
13 cooperate with one another in decision making in each of the areas
in RCW 26.09.184(4)(a); and
- 14 (d) The parents' geographic proximity to one another, to the extent
that it affects their ability to make timely mutual decisions.

15 V. DISPUTE RESOLUTION

16 Disputes between the parties, other than child support disputes, shall be submitted to
17 (list person or agency):

- 18 [x] mediation by Volunteers of America, or the Dispute Resolution Center of
19 Snohomish County, or a private mediator [in the [M/F]'s locale] for
20 resolution. If the parties cannot agree upon a mediator, one shall be
appointed for them by the Court.

21 The cost of this process shall be allocated between the parties as follows:

- 22 [x] based on each party's proportional share of income from line 6 of the
23 child support worksheets.

1 The counseling, mediation or arbitration process shall be commenced by notifying the
2 other party in writing of the issues in dispute, the proposed resolution and the
3 arrangements made to start mediation. A written record shall be prepared of any
4 agreement reached in counseling or mediation and of each arbitration award and a copy
5 shall be provided to each party.

6 In the dispute resolution process:

- 7 (a) Preference shall be given to carrying out this Parenting Plan.
- 8 (b) Unless an emergency exists, the parents shall use the designated process
9 to resolve disputes relating to implementation of the Plan, except those
10 related to financial support.
- 11 (c) A written record shall be prepared of any agreement reached in
12 counseling or mediation and of each arbitration award and shall be
13 provided to each party.
- 14 (d) If the Court finds that a parent has used or frustrated the dispute resolution
15 process without good reason, the court shall award attorneys' fees and
16 financial sanctions to the other parent.
- 17 (e) The parties have the right of review from the dispute resolution process to
18 the Superior Court.

19 VI. OTHER PROVISIONS

20 There are the following other provisions:

- 21 6.1 Deviation. Acceptance or waiver of any deviations from the provisions of
22 this Parenting Plan shall not constitute acceptance or waiver of subsequent
23 deviations from this plan. The provisions of this plan shall remain in
24 effect until modified by an appropriate written order entered by a court of
25 competent jurisdiction.

VII. ORDER BY THE COURT

It is hereby ORDERED, ADJUDGED AND DECREED that the Parenting Plan set forth
above is adopted and approved as an order of this Court.

**WARNING: Violation of residential provisions of this order with actual knowledge of
its terms is punishable by contempt of court and may be a criminal offense under
RCW 9A.40.070(2). Violation of this order may subject a violator to arrest.**

1 When mutual decision making is designated but cannot be achieved, the parties shall
2 make a good faith effort to resolve the issue through the dispute resolution process.

3 If a parent fails to comply with a provision of this plan, the other parent's obligations
4 under the Plan are not affected.

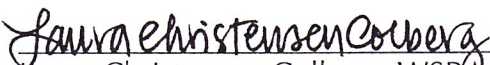
5 The Parenting Plan set forth above is adopted and approved as an Order of this Court.
6

7
8 Date _____

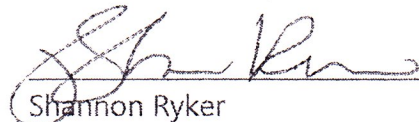
JUDGE/COURT COMMISSIONER

9
10 Presented by:

11 MICHAEL W. BUGNI & ASSOCIATES

12
13 

14 Laura Christensen Colberg, WSBA #26434
15 Attorney for Petitioner/Mother



Shannon Ryker
Petitioner/Mother

16 Copy Received, Approved for Entry and
17 Notice of Presentation Waived by:
18

19 _____
20 Stuart M. Wilson
21 Respondent/Father
22
23
24

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