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GINGER BROOKS, Clerk of the
Superior Court of Mason Co. Wash.

**SUPERIOR COURT OF WASHINGTON
COUNTY MASON**

In re the Parentage of:

No. 13-3-00176-1

MILDRED VEDDER,

**Parenting Plan
Final Order (PP)**

Child,

SCOTT PAUL TURCHIN,

Petitioner,

and

SHAWNIE ANN VEDDER,

Respondent.

12

This parenting plan is the final parenting plan signed by the court pursuant to an order signed by the court on this date which modifies a previous parenting plan or custody decree.

It Is Ordered, Adjudged and Decreed:

I. General Information

This parenting plan applies to the following child:

Name	Age
Mildred Ann Vedder	16

II. Basis for Restrictions

Under certain circumstances, as outlined below, the court may limit or prohibit a parent's contact with the child and the right to make decisions for the child.

1 **2.1 Parental Conduct (RCW 26.09.191(1), (2))**

2 Does not apply

3 **2.2 Other Factors (RCW 26.09.191(3))**

4 Does not apply.

5
6 **III. Residential Schedule**

7 *The residential schedule must set forth where the child shall reside each day of the year,*
8 *including provisions for holidays, birthdays of family members, vacations, and other special*
9 *occasions, and what contact the child shall have with each parent. Parents are encouraged to*
10 *create a residential schedule that meets the developmental needs of the child and individual*
11 *needs of their family. Paragraphs 3.1 through 3.9 are one way to write your residential*
12 *schedule. If you do not use these paragraphs, write in your own schedule in Paragraph 3.13.*

13 **3.1 Schedule for Children Under School Age**

14 There are no children under school age.

15 **3.2 School Schedule**

16 Upon enrollment in school, the child shall reside with the petitioner, except for the
17 following days and times when the child will reside with or be with the other parent:

18 From Friday at 6:00 p.m. to Sunday at 6:00 p.m. every other week.

19 *See Paragraph 3.13 below.

20 **3.3 Schedule for Winter Vacation**

21 The child shall reside with the petitioner during winter vacation, except for the following
22 days and times when the child will reside with or be with the other parent:

23 The father shall have the child for the entire winter vacation (including Christmas and
24 Christmas Eve but not including the child's birthday) on odd years. The mother will have
 the child for the entire winter vacation (including Christmas and Christmas Eve and the
 child's birthday) on even years.

 *See Paragraph 3.13 below.

3.4 Schedule for Other School Breaks

The child shall reside with the petitioner during other school breaks, except for the following days and times when the child will reside with or be with the other parent:

The child shall reside with the mother during all of spring vacation.

The child shall reside with the father during all of mid-winter break.

*See Paragraph 3.13 below.

3.5 Summer Schedule

Upon completion of the school year, the child shall reside with the petitioner, except for the following days and times when the child will reside with or be with the other parent:

The child shall reside with the mother for the entire month of July (including the 4th of July holiday). The child shall reside with the father for the entire month of August. During the remainder of the summer vacation, the School Schedule, 3.2, will apply.

*See Paragraph 3.13 below.

3.6 Vacation With Parents

The child shall reside with the mother for the entire month of July (including the 4th of July holiday). The child shall reside with the father for the entire month of August.

*See Paragraph 3.13 below.

3.7 Schedule for Holidays

The residential schedule for the child for the holidays listed below is as follows:

	With Petitioner (Specify Year Odd/Even/Every)	With Respondent (Specify Year Odd/Even/Every)
New Year's Day	See 3.3	See 3.3
Martin Luther King Day	Even	Odd
Presidents' Day	Odd	Even
Memorial Day	Even	Odd
July 4th		Every

Labor Day	Even	Odd
Veterans' Day	Odd	Even
Thanksgiving Day	Even	Odd
Christmas Eve	See 3.3	See 3.3
Christmas Day	See 3.3	See 3.3

For purposes of this parenting plan, a holiday shall begin and end as follows:

The holidays shall start after school or at 10:00 a.m. if there is no school and end at 8:00 p.m.

Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.

*See Paragraph 3.13 below.

3.8 Schedule for Special Occasions

The residential schedule for the child for the following special occasions (for example, birthdays) is as follows:

	With Petitioner (Specify Year Odd/Even/Every)	With Respondent (Specify Year Odd/Even/Every)
Mother's Day		Every
Father's Day	Every	
Mother's Birthday		Every
Father's Birthday	Every	
Mildred's Birthday	Odd	Even

*See Paragraph 3.13 below.

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 given as follows:

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

1 school schedule (3.2)

1 **3.10 Restrictions**

2 Does not apply because there are no limiting factors in paragraphs 2.1 or 2.2.

3 **3.11 Transportation Arrangements**

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

6 Transportation arrangements for the child between parents shall be as follows:

7 The father shall provide transportation.

8 **3.12 Designation of Custodian**

9 The child named in this parenting plan is scheduled to reside the majority of the time with
10 the petitioner. This parent is designated the custodian of the child solely for purposes of
11 all other state and federal statutes which require a designation or determination of
12 custody. This designation shall not affect either parent's rights and responsibilities under
13 this parenting plan.

14 **3.13 Other**

15 If affordable, the mother and child shall participate in counseling to help with their
16 relationship, and the father shall help facilitate transportation for midweek counseling
17 sessions, so long as the counseling sessions do not conflict with his work schedule. The
18 father shall participate in the counseling to the extent recommended by the counselor.
19 The counselor is agreed to by the parties to be Tonya Briggs, who has been working with
20 and secured by the mother for assistance.

21 The parties agree that due to the relationship issues between the mother and the child and
22 the child's age, if the mother does not exercise her residential time with the child
23 pursuant to Paragraphs 3.2 – 3.8 above, neither party shall be found in contempt for
24 violation of the Parenting Plan.

 The parties further agree that once the mother begins exercising her residential time with
 the child, there shall be a transitional visitation schedule, with the mother having
 residential time with the child from Saturday at 9:00 a.m. until Saturday at 6:00 p.m. for
 two consecutive weekends prior to commencement of the every other weekend schedule
 set forth in 3.2 above.

 Visitation between the child and mother shall not begin until their relationship issues are
 resolved to the extent that the counselor believes it is in the best interest of the child, the
 mother, and the mother's family. The counselor shall work with the mother and child to
 establish appropriate rules of behavior to be followed in the mother's household.

1 **3.14 Summary of RCW 26.09.430 - .480, Regarding Relocation of a Child**

2 This is a summary only. For the full text, please see RCW 26.09.430 through 26.09.480.
3 If the person with whom the child resides a majority of the time plans to move, that
4 person shall give notice to every person entitled to court ordered time with the child.

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

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

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

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

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

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

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

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

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

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

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

5 **IV. Decision Making**

6 **4.1 Day-to-Day Decisions**

7 Each parent shall make decisions regarding the day-to-day care and control of each child
8 while the child is residing with that parent. Regardless of the allocation of decision
9 making in this parenting plan, either parent may make emergency decisions affecting the
10 health or safety of the child.

11 **4.2 Major Decisions**

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

13 Education decisions: joint

14 Non-emergency health care: joint

15 Religious upbringing: joint

16 **4.3 Restrictions in Decision Making**

17 Does not apply because there are no limiting factors in paragraphs 2.1 and 2.2 above.

18 **V. Dispute Resolution**

19 *The purpose of this dispute resolution process is to resolve disagreements about carrying out this*
20 *parenting plan. This dispute resolution process may, and under some local court rules or the*
21 *provisions of this plan must, be used before filing a petition to modify the plan or a motion for*
22 *contempt for failing to follow the plan.*

23 Disputes between the parties, other than child support disputes, shall be submitted to:

24 mediation by Kitsap County Dispute Resolution Center.

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

100% if initiated by the father, or as allocated by the mediator if initiated by the
mother.

1 The dispute resolution process shall be commenced by notifying the other party by
2 certified legal process server.

3 In the dispute resolution process:

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

15 VI. Other Provisions

16 There are the following other provisions:

17 A. It is the intention of the parents that each of them shall continue to have a full and active role
18 in providing a sound moral, social, economic and educational environment for the child. The
19 parents recognize that because of their separate households the dynamics of their interactions
20 with the child have changed. In entering into this parenting plan, which delineates many of their
21 rights and responsibilities as parents, it is the intent of the parents that the goal of mutual
22 involvement with the children will be achieved and the negative effects on the child of the
23 change in the family dynamics will be minimized.

24 B. Each of the parents shall exert every reasonable effort to maintain free access and
unhampered contact between the child and the other parent, and to foster feelings of affection
between the child and the other parent. Neither parent shall do anything which would estrange
the child from the other parent, or which would injure the opinion of the child as to the mother or
the father, or which would impair the natural development of the child's love and respect for the
other parent. Both parents agree to nurture, support and encourage the child's relationship with
both parents. Neither parent will speak negatively regarding the other in the presence of the
child. Neither parent shall make derogatory comments about the other parent or allow anyone
else to do the same in the child's presence. Neither parent shall allow or encourage the child to
make derogatory comments about the other parent or significant others or spouses.

1 C. Each parent shall have the equal and independent authority to confer with physicians,
2 dentists, counselors, or other health care providers for the child, and each shall have free access
3 to the child's health care records, unless otherwise provided by court order or statute. Each
4 parent shall provide the other parent promptly upon receipt any significant information regarding
5 the welfare of the child including physical and mental health, performance in school,
6 extracurricular activities, etc.

7 D. When the child of the parties is not residing with a given parent, that parent shall be
8 permitted unimpeded and unmonitored telephone access with the child at reasonable times and
9 for reasonable durations. The child shall be entitled to send and receive mail freely to and from
10 the other parent with whom they are not then residing, without interference from the other
11 parent.

12 E. At any social, church, athletic, scholastic, or extracurricular event attended by the
13 children, the child may be accompanied by the parent with whom the child is residing at the time
14 who shall make arrangements for pick up and delivery of the child, except by agreement of
15 parents. The other parent may attend if such attendance is not disruptive to the child or the other
16 participants.

17 VII. Declaration for Proposed Parenting Plan

18 Does not apply.

19 VIII. Order by the Court

20 It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and
21 approved as an order of this court.

22 **WARNING:** Violation of residential provisions of this order with actual knowledge of its terms
23 is punishable by contempt of court and may be a criminal offense under RCW 9A.40.060(2) or
24 9A.40.070(2). Violation of this order may subject a violator to arrest.

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


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

Dated: August 28, 2013

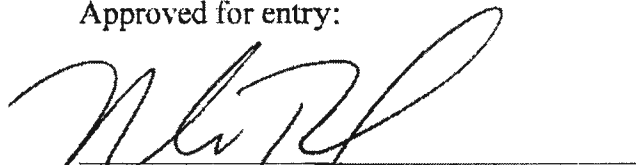

Judge Commissioner

RICHARD C. ADAMSON

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2 Presented by:

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4 DANIEL L. GOODELL, WSBA No. 14790
5 Attorney for Petitioner

Approved for entry:


MARK E. BARDWIL, WSBA No. 24776
Attorney for Respondent

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6 **SUPERIOR COURT OF WASHINGTON**
7 **COUNTY OF MASON**

8 In re the Parentage of:

No. 13-3-00176-1

9 MILDRED VEDDER,

**DECLARATION REGARDING
ELECTRONIC SIGNATURE**

10 **Child,**

11 SCOTT PAUL TURCHIN,

12 **Petitioner,**

13 **and**

14 SHAWNIE ANN VEDDER,

15 **Respondent.**

16 I, Kay Luoma, of Goodell Law, Inc., P.S. do hereby state and declare as follows:


17 1.) I am an assistant to the attorney for the Petitioner, Scott Paul Turchin.

18 2.) I have examined the Final Parenting Plan to which this page is attached, and it
19 consists of 11 pages, including the signature page and this page.

20 2.) The foregoing document is complete and legible.

21 I declare under penalty of perjury under the laws of the State of Washington that the
22 foregoing is true and correct.

23 SIGNED this 27 day of August, 2013, at Shelton, Washington.

24 
25 Kay Luoma