

**CUSTODY AND PARENTING PLAN
THE BILLINGTON FAMILY
EASTON, MASS.
June 11, 2007**

1. Custody and Parenting: Susan and Robert shall have shared legal custody of the children. Both parties agree that it is of paramount importance for each of them to remain involved in the major parental decisions affecting the children, for the children to feel affection and respect for each parent, and for each parent to refrain from any act, or from condoning action by another, that might tend to reduce the children's respect and affection for the other parent, all to the end that each parent's relationship with the children should remain as close as possible. The parties have agreed to abide by the following:

“Each parent shall confer with each other and consider the other’s opinion on all important matters pertaining to the minor child’s health, welfare, education, religious training, extracurricular activities and upbringing including, but not limited to choice of day care providers, pre-schools, public, private or religious schools, course curriculum, tutoring, lessons, athletics, choice of camps, travel away from home, full or part-time employment, purchase or operation of a motor vehicle, and the like, with the view to arriving at a harmonious policy to promote the minor child’s best interests. Each parent shall have authority to inspect the child’s school, financial, legal and medical records and to confer with physicians, teachers, school personnel, counselors and psychologists regarding the minor child. Additionally, each parent shall provide to the other ample prior notice of all conferences with the child’s teachers, school personnel, counselors, psychologists and physicians regarding the minor child. Each party shall have the right to participate in all school and extracurricular events and activities of the minor child which are open to parents,

including, but not limited to sports, scouts, camp, music and arts, and the like, and each parent shall provide the other reasonable notice of same. The parents shall cooperate with the other in notifying the school or activity authorities in which the minor child is enrolled, to list both parties as the father and mother of the minor child and further authorizing them to release any and all information, documents, records, reports, awards, grades, evaluations and bulletins to both parents regarding the minor child.”

2. The children shall primarily reside with Susan who shall be deemed the primary physical custodial parent.

3. Parenting Schedule & Holidays: Robert shall have the following parenting time:

- a. Alternating weekends beginning Saturday morning at 10:00 a.m. until Tuesday morning at the start of school/day camp;
- b. Alternating Monday after school through Tuesday morning at the start of school/day camp;
- c. Additional time as mutually agreed by the parties;
- d. The children shall spend Mother's Day with the wife, and Father's Day with the husband.
- e. Thanksgiving – The parties shall rotate as follows: in odd years (2009, 2011, etc.) Robert shall pick the children up after school on Wednesday and spend parenting time with them until 12:00 noon on Thanksgiving Day when he returns them to Susan. In even years, Susan shall bring the children

to Robert at 12:00 noon on Thanksgiving Day and he shall bring them back to Susan on Friday morning at 10:00 a.m.

f. Christmas – In the same fashion, the parties agree that in even years (2010, 2012, etc.) Robert shall have parenting time with the children from 12:00 noon on Christmas Day when he picks the children up from Susan until New Years Eve at 7:00 p.m. when he brings the children home. In odd years Robert shall pick the children up at dismissal from school for Winter Break and bring them to Susan at 12:00 noon on Christmas Day.

g. February/April Break: - In odd years, the children shall be with Susan during their February break and Robert during their April break (with the exception of 2009 when they are going to Florida two weeks prior). In even years, Robert shall be with the Children during their February break and Susan during their April break.

4. Summer Vacation: This schedule shall be maintained in the summer except each parent shall have two (2) weeks of vacation with the children in the summer when school is in recess. The weeks may or may not be consecutive. On odd years Susan shall notify Robert by March 15th of the two (2) weeks she is reserving with the children; then Robert shall inform Susan by April 1st of the two (2) weeks he'll have with the children. On even years Robert shall have the first choice of summer vacation and each party shall notify the other by the dates provided above.

Vacation periods shall take precedence over and supersede weekends, week nights and holidays other than Easter, Christmas and Thanksgiving. Holidays shall take precedence over and supersede weekends and week nights.

It is understood that the foregoing schedule represents a general standard and that the parties shall consult from time to time concerning the parenting schedule to accommodate their circumstances and to accommodate one another so that the children may spend life cycle events with each parent's family (i.e. weddings, christenings, anniversaries, birthdays, etc.) and in order to avoid undue interference with the normal activities and well being of the children.

Each party agrees to ensure that the children's homework is completed when the children are with him/her.

5. Parental Involvement and Parental Communication: Each party agrees to keep the other reasonably and seasonably informed of the academic, physical, emotional and social status and activities of the children. Each may, without further permission, review all school, medical and dental and other reports or written communications concerning the welfare of the children, and consult with individuals providing medical, psychological, dental or educational services for the children. The Husband shall be informed, reasonably in advance of any parent teacher meetings concerning the children at their schools, open houses, or any other events to which the parents are invited. The parties shall mutually agree on significant issues, other than the day-to-day decisions, concerning the welfare of the children, including but not

limited to their medical care, mental health and dental treatment, educational choices and alternatives, and social and recreational activities. The parties agree that in all such matters, the interests of the children shall be determined and given consideration.

6. Each party may, without further permission of the other, review all school, medical and dental and other reports or written communication concerned with the welfare of the children, and consult with individuals providing medical, psychological, dental or educational services for the children. Both parties are specifically deemed to be “eligible” pursuant to G.L. ch. 71, Sec. 34H to receive report cards and progress reports; the results of intelligence and achievement tests; notification of a referral for a special needs assessment; notification of absences; notification of illnesses; notification of any detentions; suspensions or expulsion; and notification of permanent withdrawal from school. The parties shall advise the children’s school to make reasonable efforts to ensure that other written information that is provided to parents which is not specified in the preceding sentence be provided to both parents. Each party is specifically authorized to participate in parent-teacher meetings, I.E.P. conferences and may attend all school functions. The parties specifically intend that this provision meet the standard of G.L. 71, Section 34H.

7. Emergency Medical Treatment: Each party shall have the right to give consent for emergency medical treatment for the children. In the first instance a child's regular physician shall be contacted, if practicable. In the event of any serious illness or accident of a child, the parent with whom the child is residing or staying immediately shall notify the other parent of such illness or accident.

8. Parent Coordinator: The parties agree that Attorney Irwin M. Pollack shall be the Parent Coordinator should any disputes arise between. The Parent Coordinator is to make recommendations as to parenting issues, to which the parties shall give full consideration and due weight. The parties shall submit all such disputes to the Parent Coordinator prior to their filing any motions or complaints with the Probate & Family Court relative to said issue(s), the Parent Coordinator shall hear from the parties and meet with, or hear from any third parties who, in his opinion, would be necessary and helpful to him in his role as Parent Coordinator. With regard to any issue presented to him, he shall provide to each party a written recommendation with regard to any issue being mediated. His written recommendation with regard to any issue being presented shall be given to the parties and shall, immediately upon receipt of said recommendation, be binding upon them until a court enters, by motion or otherwise, pursuant to a pending or properly filed and served motion to alter, modify or terminate said recommendation. Attorney Pollack, as Parent Coordinator shall not be permitted to change custody; suspend or make any visit supervised or materially change the parties' agreement without a court order.

The Parent Coordinator shall be paid equally by Susan and Robert unless the court, by subsequent order, may determine otherwise.

9. Child Support, Extra-Curricular & Post-Secondary Education Expenses: All financial agreements between the parties are addressed in the parties' Separation Agreement, Section R.