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**Order Regarding Standard Visitation  
and  
Variable Expense Agreements**

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WHEREAS, the Wood County Courts have a strong interest in developing standard schedules of visitation and standard definitions of variable expenses for use in paternity and divorce cases to assist parties in such cases to clearly understand those issues, both for the quality of life of the parties and to avoid minor disputes on such issues reaching the Court.


THEREFORE, the Wood County Circuit Courts specifically adopts the attached visitation guidelines and variable expense definition for use in those types of cases when applicable. These guidelines and definitions may be amended by the Courts from time to time. These standards do not limit parties' abilities to enter into their own stipulated agreements or for a Court to enter orders with different schedules or definitions as specific circumstances might warrant.

Dated this 2<sup>nd</sup> day of September, 2015.

**BY THE COURTS:**

  
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**HON. GREGORY J. POTTER**  
Circuit Court Judge, Branch 1

  
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**HON. NICHOLAS J. BRAZEAU, JR.**  
Circuit Court Judge, Branch 2

  
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**HON. TODD P. WOLF**  
Circuit Court Judge, Branch 3

**PATERNITY CHILD ACCESS PLAN GUIDELINES**  
**ADOPTED BY WOOD COUNTY CIRCUIT JUDGES ON MAY 24, 2007**  
**AMENDED AS OF JANUARY, 2013**

**Introduction**

These guidelines have been prepared to supplement the present language of “reasonable and liberal placement upon reasonable notice and the mutual agreement of the parties” which has been utilized by default in Wood County paternity judgments secured by the Wood County Child Support Agency. In the event the parties can not agree as to reasonable placement, the following shall be the minimum.

Written access plans provide both children and their parents with some assurances of maintaining meaningful contact and can help to minimize future conflict. These guidelines are intended to encourage open dialog and cooperation between parents. The Court prefers that parents reach agreements about schedules voluntarily. When parents reach agreements about schedules on their own, they are more likely to remain cooperative as their children grow up. Studies have overwhelmingly established that children do best when their parents cooperate and both parents maintain a significant and substantial relationship with their child(ren) . The reverse is also true. Children who experience ongoing conflict between parents are at high risk for suffering serious long-term emotional problems.

These guidelines should only be utilized in “normal” situations. These guidelines should not be utilized if there is evidence or a history of child abuse by a parent, if there is evidence or a history of domestic abuse between the parents, if there is a history of a parent having a significant mental disease or defect, if there is a history of a parent having significant alcohol or other drug abuse problems, if there has not been a significant relationship between a parent and a child or if there is a significant geographic distance between the parents’ respective residences.

The following are guidelines only and the “best interests of minor children” shall continue to reign supreme. The particular facts and circumstances associated with each case (hours of employment, geography, history of primary care, history of domestic or child abuse, whether the parties lived together in a family unit, etc.) and their respective impact on the best interests of the parties’ minor children takes precedence and should be utilized to modify these guidelines.

These proposed guidelines attempt to reflect the developmental and cognitive needs of children and, therefore, are broken down by developmental age.

## WOOD COUNTY PATERNITY JUDGMENT PLACEMENT GUIDELINES

In the event that the parties do not otherwise mutually agree, the non-primary caretaker shall have the right to the following periods of physical placement with the child(ren);

### I. REGULAR PERIODS OF PHYSICAL PLACEMENT

#### A. From birth and until the child's second birthday (Infants and Pre-toddlers):

1. Three non-consecutive weekday evenings every week. If the parties cannot otherwise agree, said evenings shall be Monday, Wednesday and Friday evenings for a period of three hours. If the parties cannot otherwise agree as to times for placement, said placement shall be from 4:00 p.m. until 7:00 p.m.; and
2. Every Saturday or Sunday from 12:00 p.m. to 4:00 p.m. In the event the parties cannot otherwise agree as to the weekend day, placement shall occur on Saturday.
3. Said Regular Periods of Physical Placement described herein shall continue through the school summer vacation period. Absent the mutual agreement of the parties there shall be no Extended Periods of Physical Placement during the school summer vacation period until the child's third birthday.

#### B. From the child's second birthday until the child's third birthday (Toddlers):

1. Three non-consecutive weekday evenings per week. If the parties cannot otherwise agree, said evenings shall be Monday, Wednesday and Friday evenings for a period of three hours. If the parties cannot otherwise agree as to the times, said placement shall be from 4:00 p.m. until 7:00 p.m.
2. Every Friday or Saturday overnight commencing at 4:00 p.m. until 4:00 p.m. the following day. In the event the parties cannot otherwise agree as to the overnight, placement shall commence on Saturday.
3. Said Regular Periods of Physical Placement described herein shall continue through the school summer vacation period with additional Extended Placement as described in Article II below. Any additional periods of Extended Placement shall not run consecutively with any Regular Periods of Physical Placement.

#### C. From the child's third birthday until the child starts mandatory kindergarten (Preschoolers):

1. Two non-consecutive weekday evenings per week. If the parties cannot agree otherwise, they shall be Monday and Thursday evenings from for a period of four hours. If the parties cannot otherwise agree as to the times, said placement shall be from 4:00 p.m. until 8:00 p.m.

2. Every other weekend overnights from Friday at 4:00 p.m. until Sunday at 4:00 p.m.
3. Extended Placement as described in Article II below

**D. From mandatory kindergarten until the child starts 6<sup>th</sup> grade (Grade Schoolers):**

1. Two non-consecutive weekday evenings per week. If the parties cannot agree otherwise, they shall be Monday and Thursday evenings from after school until 7:00 p.m.
2. Every other weekend from Friday after school until Sunday at 7:00 p.m.
3. While the child is attending school, the primary care-taker shall be the parent "on-call". (i.e. if the child becomes sick while at school, the primary care-taker shall be contacted by the school with regard to removing the child for appropriate medical attention.)
4. Extended Placement as described in Article II below.

**E. From when the child starts 6<sup>th</sup> grade until the child turns 18 (School Age):**

1. One weekday evening per week. If the parties cannot agree otherwise, it shall be Wednesday evening from after school until 7:00 p.m.
2. Every other weekend from Friday after school until Sunday at 7:00 p.m.
3. While the child is attending school, the primary care-taker shall be the parent "on-call". (i.e. if the child becomes sick while at school, the primary care-taker shall be contacted by the school with regard to removing the child for appropriate medical attention.)
4. Extended Placement as described in Article II below.
5. Both parents shall respect, encourage and support their child(ren)'s interests and academic, extracurricular and community activities. To that end, the above described placement shall not be exercisable if it is in conflict with the normative developmental activities that the child would otherwise be expected to engage in. Said normative developmental activities include, but are not limited to, the child's social activities, summer school, involvement in sports, camps, employment, etc. For those periods of placement that the non-primary caretaker cannot accommodate the child's involvement with said normative developmental activities, the child's involvement in said activities shall take precedence over what would have otherwise been the non-primary caretaker's periods of placement. In the event the non-primary caretaker is unable to accommodate the child(ren)'s said normative developmental activities, the primary caretaker shall attempt to provide alternative periods of physical placement with the non-primary caretaker that do not conflict with said normative developmental activities.

## II. EXTENDED PLACEMENT

### A. School Summer Vacation Placement:

As far as Extended Placement, the non-primary caretaker shall have Extended Placement with the child during the school summer vacation period. The school summer vacation period shall be defined by the school the child is attending. Extended Placement for Toddlers shall be in addition to Regular Periods of Physical Placement. Extended Placement for Pre-Schoolers, Grade Schoolers and School-Age children shall be in the place of the Regular Periods of Physical Placement.

Unless the parties otherwise mutually agree, each consecutive Three Day Period of Extended Placement shall commence on Friday at 7:00 P.M. and end on Monday at 7:00 P.M. Each Four Day Period of Extended Placement shall commence on Friday at 7:00 P.M. and end on Tuesday at 7:00 P.M. Each Weekly Period of Extended Placement shall commence on Friday at 7:00 p.m. through the following Friday at 7:00 P.M.

For Toddlers and Preschoolers, the non-primary caretaker party shall notify the primary caretaker no later than May 1 of each year as to the periods of time he/she will be using.

For Grade School and School Age children, the Extended Placement weeks shall commence on the third Friday in June at 7:00 p.m. through the following Friday at 7:00 p.m., and the parties shall alternate thereafter until the non-primary caretaker party has received five weeks of placement.

The Extended Placement periods shall be as follows:

1. **Infant and Pre-Toddler (a child under the age of 2): No Extended Placement**
2. **Toddler (a child between the ages of 2 and 3):** Three periods of three consecutive nights and one week long period in addition to Regular Periods of Physical Placement as described above. Said extended periods of placement shall not run consecutively with any other overnight placement.
3. **Preschool (a child age 3 until the child starts mandatory kindergarten):** five periods of four consecutive nights and one week long period. Said extended periods of placement are not to run consecutively with any other overnight placement. Said Extended Placement is in the place of Regular Periods of Physical Placement as described above.
4. **School Age (mandatory kindergarten until age 18):** five weeks (alternating weekly). Said five weeks of Extended Placement are in the place of Regular Periods of Physical Placement as described above.

5. **For Children who have started 6<sup>th</sup> grade through age 18:** Any portion of the Extended Placement periods are not to be exercised if they conflict with the normative developmental activities that the child would otherwise be expected to engage in. Said normative developmental activities include, but are not limited to, the child's employment, social activities, summer school, involvement in sports, camps, etc. For those portions of the weeks that the non-primary caretaker cannot accommodate the child's involvement with said normative developmental activities, the child's involvement in said activities shall take precedence over what would have otherwise been the non-primary caretaker's placement.
6. **Vacation:** The parties are encouraged to utilize a portion of their Extended Placement periods as and for a family vacation.

**B. Spring Break Placement.**

After the child starts mandatory kindergarten, the parties shall alternate spring break. In even-numbered years the primary caretaker shall have the spring break and in odd-numbered years the non-primary caretaker shall have the spring break. Spring break commences after school on the last school day and extends through 6:00 p.m. on the day prior to the recommencement of school. Spring break shall be determined by the school district where the child attends school.

**C. Christmas Holiday School Break.**

After the child starts mandatory kindergarten, the parties shall split the Christmas holiday school break. If the parties cannot agree otherwise, in even numbered years, the primary caretaker shall have the child(ren) from the end of school through December 25 at 10:00 a.m., while the non-primary caretaker shall have the child(ren) from December 25 at 10:00 a.m. until 7:00 p.m. the day before school resumes. The parties shall alternate in odd-numbered years. Said vacation break shall be determined by the school district where the child attends school.

### III. HOLIDAY PLACEMENT

**A. Alternating Holidays.**

The parties shall alternate the major holidays. If they cannot agree on how to alternate said holidays, in even-numbered years the primary caretaker shall have Easter, Labor Day weekend and Christmas Eve and the non-primary caretaker shall have Memorial Day weekend, Thanksgiving, July 4<sup>th</sup> overnight and Christmas Day. The parties shall alternate in odd-numbered years.

**B. Exercise of Holiday Placement.**

Holiday placement shall be exercised as follows:

1. **Infants (a child under the age of 1):** When the non-primary caretaker has a holiday, it shall be from 12:00 P.M. until 6:00 P.M. on the date of said

holiday. There shall be no overnights or weekends associated with said Holiday Placement.

2. **Pre-Toddlers and Toddlers (a child between the ages of 1 and 3):** With the exception of the Christmas holiday, when the non-primary caretaker has a holiday, it shall be from 4:00 p.m. on the night before the holiday until 7:00 p.m. on the holiday evening. As and for the Christmas holiday, the parent having Christmas Eve shall have the child from 10:00 a.m. on December 24 through 10:00 a.m. on December 25. The party having Christmas Day shall have the child from 10:00 a.m. on December 25 through 10:00 a.m. on December 26. There shall be no weekends associated with said Holiday Placement.
3. **Older Children (a child 3 years old or older):** As and for the Christmas holiday, the party having Christmas Eve shall have the child from 10:00 a.m. on December 24 through 10:00 a.m. on December 25. The party having Christmas Day shall have the child from 10:00 a.m. on December 25 until 7:00 p.m. the day before school resumes. As for other holidays, the Thanksgiving holiday shall be from Wednesday at 4:00 p.m. until Thursday evening at 7:00 P.M.; the Easter holiday shall be from 4:00 PM. on Saturday until 6:00 P.M. on Sunday; the Memorial Day and Labor Day weekend holidays shall be from 4:00 p.m. on Friday through 6:00 p.m. on Monday and July 4<sup>th</sup> overnight shall be from 10:00 A.M. on July 4<sup>th</sup> through 6:00 P.M. on July 5th.

- C. **Parents Day.** The mother shall have the right to have Mother's Day and the father shall have the right to have Father's Day. If Mother's Day and Father's Day do not fall on their specific weekend, it shall be from 10:00 A.M. until 6:00 P.M.
- D. **Priority of Holiday Placement over Regular and Extended Placement.** Placement for Holidays, Mother's Day, Father's Day, Christmas break and spring break shall supercede Regular Placement; that is, Regular Placement shall not be replaced.

#### IV. ADJUSTMENT OF PLACEMENT SCHEDULE.

Parents can help their child(ren) by giving as much advance notice as possible when requesting a temporary adjustment to the placement schedule. Family emergencies, illness of a parent or child, or special events of a parent or child may require temporary adjustment to the placement schedule. Parents can help their child(ren) by being flexible and by scheduling an alternate placement time to take place as soon as possible.

#### V. MISCELLANEOUS

- A. **Telephone Contact:** Parents can help their child(ren) by calling and writing to them and by reasonably encouraging and assisting their child(ren) to call and write to the other parent. Child(ren) do best when they are able to maintain

contact with both parents. While visitation is one way to maintain that contact, other ways include telephone calls, letters, e-mail, and other forms of communication. Telephone calls between a parent and a child should be permitted at reasonable hours and at the expense of the calling parent. Parents have a right to send cards, letters, packages, e-mail, audiotapes, and videocassettes to their child(ren). Child(ren) have the same right to send items to their parents. Parents should not interfere with these rights, nor should they listen in or spy on the child(ren)'s communications with the other parent. Each of the parents, at their own expense shall be entitled to call the other party to discuss matters regarding the minor child(ren). Each of the parents, at their respective expense shall be allowed to call the child(ren), when the child(ren) is placed with the other parent. If the parties can not otherwise agree, said phone calls to a child(ren) shall be made prior to 7:00 p.m. and shall be made only once during a parent's period of physical placement with the minor child.

- B. Transportation:** Unless the parents otherwise mutually agree, if placement includes at least one overnight, the parent receiving placement shall be responsible for transportation (i.e. The non-primary caretaker picks up at the beginning of his/her weekend and the primary caretaker picks-up at the end of the non-primary caretaker's weekend.)

Unless the parents otherwise mutually agree, if placement does not include an overnight, the parent exercising placement shall be responsible for all transportation associated with said placement. Unless the parents otherwise mutually agree, pick-up and drop-off shall be at the other parent's residence.

While the parents are urged to provide transportation personally, any responsible party with a valid driver's license and appropriate child restraint devices may provide transportation. In the event the parents do not live in the same community, the parents are urged to agree on pick-up and drop-off at a location that is half-way between their respective residences.

Parents can help their children transition from one home to the other by understanding their children's anxieties and by assuring them that both parents will continue to love them and to be involved in their lives. Children commonly experience separation anxiety. This does not necessarily mean that the child has a poor relationship with either parent. For the child, it may be just like the separation is happening all over again. Parents can help their child(ren)'s transition between their parents' homes by sending along the child(ren)'s important belongings, such as clothing, medicine, and equipment. Parents can also help their child(ren) by sending along personal objects, such as blankets, stuffed animals, photos, or memorabilia of the other parent.

Parents can also help their child(ren) by having the child(ren) ready and by being on time. When picking up and dropping off child(ren), it is important to avoid



communication that may lead to conflict. Neither parent should enter the home of the other parent without permission. Parents should take all necessary safety precautions when transporting, picking up, and dropping off their child(ren), including having all necessary child restraint devices.

- C. **Alcohol or Other Drug Use:** While exercising placement and for 24 hours prior to the start of placement, neither parent may ingest illegal drugs or consume alcoholic beverages to the point of intoxication.
- D. **Child(ren)'s activities.** Parents can help their children by respecting and supporting each child's relationship with the other parent. Prior to a child starting the sixth grade, unless agreed upon by both parents in advance, parents should not plan activities for children that conflict with the other parent's scheduled time with the children. The time a parent is scheduled to spend with the children belongs to that parent and the children. The other parent should not interfere with this time. Parents can help their children by adjusting the schedule to permit their children to participate in reasonable extracurricular activities.

Unless the parents otherwise mutually agree, only the primary caretaker may enroll the child in extracurricular activities prior to the child commencing 6<sup>th</sup> grade. As children grow older, it becomes more and more important that children are allowed to participate in normal developmental activities (i.e. sports, work, hanging out with friends, etc.) The primary caretaker is encouraged to avoid interference with the non-primary parent's placement schedule when scheduling the child's extracurricular activities.

- E. **Cooperation.** The Court recognizes and believes that significant placement with the both parents is in the child's best interest. Therefore, both parents are to make every reasonable effort to cooperate with the other parent to minimize any adverse impact that may be suffered by the child created by the parties' respective conduct during exchanges of placement.
- F. **Keep the Child Out of the Middle.** The Court encourages the parties to not utilize their child as a messenger (Communications regarding the child should be made directly between the parents. The child should not be used as a go between), by not asking the child to report about what is going on in the life of the other parent (The child should not be used or asked to act as a spy on the other parent) and by not attacking or allowing any other person, including the child or other family members to attack or put down the other parent (Children identify with both parents. If one parent puts down the other parent, in the eyes of the child it is as if that parent is also putting down the child).
- G. **Exchange of Child(ren).** The parties shall not discuss, with the exception of normal civil pleasantries, anything of a substantive nature while exchanging the child(ren). Any discussion regarding any substantive matters shall be discussed

outside the presence of the child(ren). Examples of substantive issues include, but are not limited to, trading placement periods, the child(ren)'s medical or dental issues, scheduling the child(ren)'s activities, etc.

#### VI. CHILD SUPPORT AND PLACEMENT ARE NOT CONNECTED

Parents can help their child(ren) by not withholding child support or placement. Child(ren) generally fare best when they have the emotional and financial support and ongoing involvement of both parents. A parent does not have a right to withhold placement or child support because of the other parent's failure to comply with court-ordered placement or support. In other words:

The primary caretaker **cannot withhold placement** if the non-primary caretaker fails to pay child support; and

The non-primary caretaker **cannot withhold child support** if the primary caretaker fails to allow placement.

Rather than withholding placement or child support, there are more productive, effective and, if need be, legal ways for parents to resolve support and placement issues. Parents experiencing conflict over placement or child support may wish to consult the Wood County Family Court Commissioner and/or the Wood County Child Support Agency.

## Wood County Variable Expenses

If the parties have a shared placement order, each of the parties shall pay a share of the variable expenses based upon each of their percentages of physical placement.

1. Variable expenses are all expenses not directly related to the child(ren) residing in a party's home (i.e. non-household expenses) and shall include, but are not limited to the following:
  - a. all school-related expenses, including fees, school lunches, extracurricular activity fees; and
  - b. outerwear; and
  - c. extracurricular activity fees that are not school related; and
  - d. equipment, uniforms, instruments, etc. required for participation in activities; and
  - e. haircuts and styling; and
  - f. graduation-related expenses, class ring, prom, announcements, pictures, cap and gown, etc.
2. Each of the parties shall be solely responsible for the day care expenses incurred during each of their respective periods of physical placement. In the event the parties are unable to agree as to the day care provider, each party shall be responsible for obtaining day care for their respective periods of physical placement.
3. Each party shall provide a basic wardrobe, school clothes, shoes, etc. for the minor child(ren) and there shall be no reimbursement for the same. The clothing and shoes purchased by a certain parent shall remain in that parent's home except for the clothing and shoes worn by a child during exchanges of physical placement, which shall be returned at the end of a scheduled placement period.
4. Each of the parties shall be responsible for the household expenses he or she may incur on behalf of the minor child(ren) including, but not limited to the following:
  - a. groceries and meals, including meals outside the home, during his or her periods of physical placement; and
  - b. vacation expenses during his or her periods of physical placement; and
  - c. entertainment that the parent participates in with the child(ren) during his or her periods of physical placement, or entertainment expenses the minor child(ren) incurs with friends during a parent's periods of physical placement (i.e. movies, skating, etc.); and
  - d. gifts to the child(ren), whether for birthdays, holidays or any other reason unless the parents mutually agree to share the cost of said gift; and
  - e. any allowance either parent chooses to give the child(ren).
5. Unreimbursed medical expense is not a variable expense. Parents usually are ordered to split unreimbursed medical expenses for the child on an equal basis, with each paying ½. Orthodontics is an unreimbursed medical expense.
6. Tuition for private schools, absent the written agreement of the parties, is not a variable expense.
7. Expenses associated with a minor child operating a motor vehicle (i.e., auto insurance premiums, the purchase price of a vehicle, drivers education fees, tax, title and licensing, etc.) absent the written agreement of the parties, is not a variable expense.