

(b) **CHRISTMAS:** In odd years, the Plaintiff shall have physical custody of the minor child for Christmas break from the day the minor child is released from school until Christmas day at 3:00 p.m.; the Defendant shall have physical custody of the minor child from Christmas day at 3:00 p.m. until New Year's Day at 3:00 p.m.

In even years, the Plaintiff shall have physical custody of the minor child for Christmas break from Christmas Day at 3:00 p.m. until New Year's day at 3:00 p.m.; the Defendant shall have physical custody of the minor child for Christmas break from the day the minor child are released from school until Christmas day at 3:00 p.m.

(c) **SPRING BREAK:** During the even years, the Plaintiff shall have physical custody of the minor child for A.E.A. (Spring Break) vacation from 9:00 a.m. Saturday until the following Saturday at 6:00 p.m.; during the odd years, the Defendant shall have physical custody of the minor child for A.E.A. (Spring Break) vacation from 9:00 a.m. Saturday until the following Saturday at 6:00 p.m.

(d) **THANKSGIVING:** During the even years, Plaintiff shall have Thanksgiving with the child, from the day the child is released from school for Thanksgiving until the following Monday when school begins; during the odd years, Defendant shall have Thanksgiving with the child, from the day the child are released from school for Thanksgiving until the following Monday when school begins.

(e) **CHILD'S BIRTHDAY:** On the child's birthday, the party not exercising their regular custodial schedule during that time shall have physical custody of the child from 3:00 p.m. the day prior to the child's birthday until 8:00 a.m. the following day.

(f) **MOTHER'S DAY:** Defendant shall have physical custody of the child every Mother's Day from 9:00 a.m. until 6:00 p.m. of the same day.

(g) **FATHER'S DAY:** Plaintiff shall have physical custody of the child every Father's Day from 9:00 a.m. until 6:00 p.m. of the same day.

(h) **BIRTHDAYS:** Plaintiff shall have physical custody of the child on his birthday from 3:00 p.m. on said date until 8:00 p.m. of the same day.

Defendant shall have physical custody of the child on her birthday from 3:00 p.m. on said date until 8:00 p.m. of the same day.



(i) The custodial periods specified in Paragraph 4. A (b)-(h), hereinabove, shall supersede or take the place of the parties' regular custodial periods specified in Paragraph 4. A (a), hereinabove.

(j) At such other times as agreed upon between the parties.

4. Each party shall be responsible for transporting the minor child for all of her extracurricular activities during their respective custodial periods.
5. That the Plaintiff has met the McLendon standard in regard to a modification of child support. That the Plaintiff's child support obligation is hereby modified to FOUR HUNDRED AND NO/100 DOLLARS, beginning June 15, 2018. Said amount is due to the Plaintiff having custody of the child one-half of the time and also paying all of the minor child's extraordinary extracurricular activity expenses, and the costs associated with and required by paragraph 6 of this ORDER.
6. The Plaintiff shall provide major medical insurance coverage for the minor child, including dental insurance, vision insurance and shall pay all uncovered medical bills, dental, orthodontic, ophthalmologic, psychological, therapeutic, prescription, co-pays and the like for the minor child.
7. Reference is hereby made in the Agreement to a separate Order, entitled "Order/Notice to Withhold Income for Child Support" pursuant to the Code of Alabama, (1975), Title 30-3-60, et. seq., and is specifically incorporated herein as a part of any order and decree by the Court and shall be entered but not issued due to payment being paid directly to the Defendant.
8. The Court believes that the Defendant had proper notice of some of the expenses that were being paid by the Plaintiff. The Plaintiff is awarded a judgment against the Defendant in the amount of Three Thousand Dollars and 00/100 (\$3,000.00). This amount represents the Defendant's portion of unpaid extracurricular activity expenses, school expenses, an uncovered medical, dental, and vision expenses.
9. **PROPRIETY:**
 - a. The Former Husband and Former Wife shall each have access to all school reports, tests and evaluations of the minor child. This constitutes each party's consent to such information to the other party without the necessity of a formal release.



- b. The Former Husband and Former Wife shall each have the right to attend all school and extracurricular activities off the minor child and to visit the child at school so long as it is no disruptive to the child or the school schedule.
- c. The Former Husband and Former Wife shall each have the right to reasonable contact with the minor child by telephone/cell phone or video calling.
- d. Neither parent shall make disparaging remarks regarding the other parent and shall not allow other to make disparaging remarks regarding either parent, in the presence or hearing of the minor child. Neither parent will threaten nor allow others to make threats against a parent or step-parent, said statements are further specifically prohibited in the presence or hearing of the minor child.
- e. A parent shall not delegate his or her responsibility for communication with the other parent to a spouse of a parent or any other person. A parent shall treat the spouse of a parent with the same civility and respect herein requested of a parent. Provided however, a spouse of a parent shall not attempt to interfere in communications or dealings between the child's parents.
- f. The parties shall not discuss any matters related to this cause with or in the presence or hearing of the minor child, and shall not allow other parties to do so.
- g. The parties shall allow relationships between the minor child and any stepparent to develop naturally and will not fore affection, interaction, or communication between the minor child and a step-parent, and neither parent shall punish nor reprimand the child for choosing not to communicate with a step-parent and will address such decision not to communicate through proper counseling for the minor child.
- h. The Court expects children to be insulated to the fullest extent possible from the conflict between their parents and/or parent's spouses. They should not be made to be confidants of a parent and should be encouraged to love, honor and respect both parents. Parents should act accordingly and should ensure that other family members do as well.
- i. The parties shall promptly notify each other in event of illness or serious injury of the child, and shall inform the other parent of the nature of the injury or illness, treating physical and location of treating physical, any test or diagnostic tools performed and the results thereof, and any doctor's instructions or orders regarding treatment.
- j. Each party shall provide advance notice to the other party of any out-of-state travel with the minor child and shall provide the other party with details regarding the travel including, but not limited to, duration, purpose of travel, itinerary, hotel and contact information and the like.




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10. **COUNSELING:** The minor child is currently enrolled in counseling, and the parties shall take affirmative steps to ensure that individual counseling continues as may be necessary to address any concerns of the minor child and any interpersonal relationships with the minor child, parents, and step-parents.
11. **MEDICAL AND EXTRACURRICULAR EXPENSES:** The former husband shall be consulted prior to the commitment of any major expenses in the amount over \$125.00.
12. **ATTORNEYS FEES:** Each party shall be responsible for his or her own attorney's fees.
13. **ALL OTHER RELIEF, REQUESTED BY EITHER PARTY AND NOT GRANTED AS SET OUT IN THIS ORDER, ARE HEREBY DENIED.**
14. **COSTS TAXED AS PAID.**

DONE THIS THE 6th day of June, 2018.



H.L. Conwill, Circuit Judge


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