

VS. NO. : 14<sup>TH</sup> JUDICIAL DISTRICT COURT  
: PARISH OF CALCASIEU  
: STATE OF LOUISIANA  
FILED: \_\_\_\_\_ : \_\_\_\_\_  
DEPUTY CLERK OF COURT

**MEMORANDUM OF UNDERSTANDING**

The following plan is submitted to implement joint custody of the minor child,  
Between parents,

**A. DOMICILIARY STATUS AND VISITATION:**

1. The primary domicile shall be at the residence of \_\_\_\_\_ who is designated domiciliary parent.
  - a. *Standard Visitation:* During the school year, the non-domiciliary parent shall have visitation on alternating weekends from after school on Friday until Monday morning. Additionally the non-domiciliary parent shall have visitation on each Wednesday from afterschool until Thursday morning.

It shall be the responsibility of the non-domiciliary parent to have the child picked up from school and returned there during this standard visitation time.
  - b. *Summer Visitation:* Beginning on the first Friday of the first full week of summer holiday from school, the no-domiciliary parent will have visitation on an alternating week basis, from Friday at 6:00 p.m. until the following Friday at 6:00 p.m. This Summer visitation schedule will continue through the last full week of summer visitation.
  - c. *Holiday Visitation:*
    - i. In even numbered years, Thanksgiving holiday from after school the day school is dismissed until 5:00 p.m. the day before Thanksgiving; Christmas holiday from 9:00 p.m. Christmas Eve until 5:00 p.m. the day before school resumes, and Easter Holiday/Spring Break from after school the day school is dismissed until 5:00 p.m. the following Wednesday;

- ii. In odd numbered years, Thanksgiving holiday from 5:00 p.m. the day before Thanksgiving until 5:00 p.m. the day before school resumes; Christmas holiday from after school the day school is dismissed until 9:00 p.m. Christmas Even, and Easter Holiday/Spring Break from 5:00 p.m. the Wednesday following school dismissal until 5:00 p.m. the day before school resumes.
2. If for any reason either parent must be away overnight while having custody of the child, the other parent is to be allowed the opportunity to keep the child before any other arrangements for care with a non-parent are made.
3. Neither party is to allow persons of the opposite sex to whom they are not married to stay overnight while enjoying access to the minor child.
4. Each party shall be responsible for the minor child's shelter and food and miscellaneous expenses when the child is in the physical custody of that party.
5. The parents are encouraged to be flexible in this schedule and to allow the non-domiciliary parent visitation with the minor child above that which is stipulated when that additional visitation is reasonable, does not interfere with the child's routine home, school, and extra-curricular activities, when that visitation facilitates open and natural access between the child and the non-domiciliary parent and therefore is in the best interests of the child; however, in the event the parties are unable to agree on reasonable, informal visitation, then the terms of the foregoing schedule shall be complied with.
6. Each parent should remain flexible to allow for variations necessitated by the child's social, educational, and recreational life; however, the domiciliary parent is cautioned to refrain from enrolling the child in activities that will unduly hinder the visitation of the non-domiciliary parent.

**B. RELOCATION**

1. Either parent may remove residence from the Parish of Calcasieu but must first, before thirty (30) days of such removal, request a modification of this plan, if necessary, from the remaining parent. If agreement is reached, a joint motion for modification may be submitted to the Court. If no agreement is reached, the party changing residence shall request a modification from the Court after compliance with paragraph F.
2. The residence of the child shall not be removed at any time from Calcasieu Parish, Louisiana, without an appropriate order of this court.
3. This provision is not intended to preempt the provisions of the Louisiana Relocation Statutes, La. R.S. 9:355.1, *et seq.* To the extent any provision of this section may contradict that statute, the terms and requirements of the statute shall prevail.

**C. CHILD SUPPORT**

1. Regular monthly child support for the minor child shall be paid in accordance with the judgment of the court.
2. Reimbursements due for medical expenses incurred as otherwise ordered by the court shall be handled as follows:
  - a. The parties shall take full advantage of any health related benefits offered by any present and/or future employer of the parent providing primary insurance coverage, even if an employee contribution is required or medical services are provided by a predefined network of health care providers, in order to provide maximum coverage for the minor child. Absent emergency, and in the event that either party fails to take advantage of the health insurance benefits provided by the insurer, the other party's financial obligation for the uninsured medical expenses of the minor child shall be limited to that which would have been incurred through utilization of the predetermined network of providers;
  - b. Any request for reimbursement of medical expenses shall be made in writing with supporting documents within sixty (60) days of the incurred expenses. The party responsible for reimbursement shall pay or provide in writing his/her valid objections to reimbursement within thirty (30) days;
  - c. Any party receiving an Explanation of Benefits (EOB) shall provide a copy to the other party within thirty (30) days of receipt of the EOB; and
  - d. A Qualified Medical Support Order shall be executed by the parties.

**D. EDUCATION**

The parents are encouraged to communicate on educational decisions. In case of dispute, the domiciliary parent shall prevail.

**E. TRANSPORTATION**

1. The party taking possession of the child is responsible for transportation of the child.
2. Each parent is responsible for transporting the child to school and extra-curricular functions when the child is in his or her care.

**F. PLAN MODIFICATION**

1. Before either parent may file with the court to modify this plan with respect to any issue involving custody or visitation – including an issue of relocation as discussed in Section B – he or she must first seek assistance in resolving the problem informally with a recognized family mediation provider.
2. Should the parents wish to attempt resolution without involvement of counsel, they may contact the office of the Judges for Family and Juvenile Court for the 14<sup>th</sup> Judicial District Court and obtain the list of qualified mediators from which they can choose their mediator.
3. The parties will share the cost of that mediation in the same percentages they bear the obligation to pay medical expenses not covered by insurance for the child.
4. Any party who no longer resides in Calcasieu Parish may participate in that mediation telephonically assuming the selected mediator is equipped to handle the sessions in that fashion.
5. Any agreement reached by the parties through mediation must be presented to the court, whether the parties are represented by counsel or not, in the form of a joint request. Assuming there are no agreements that are contrary to law or the best interest of the child, then that agreement will be made the order of the Court

***G. MEDICAL, DENTAL, AND DEVELOPMENTAL ISSUES***

1. Except in emergencies, the domiciliary parent is responsible for all medical, mental health, and dental treatment decisions. Substance abuse treatment is deemed medical treatment.
2. Cosmetic surgery or cosmetic dental treatment, unnecessary to the integrity of the dental structure, should not be undertaken without the permission of both parents.
3. Each party shall keep the other advised as to any serious illness or other major development, including social, physical, psychological, and emotional developments, with respect to the minor child.

***H. COMMUNICATION***

1. The child shall have reasonable access to communicate with each parent. No communication shall be intercepted, censored, or monitored.
2. Each party shall be entitled to speak to the child by telephone at reasonable times and intervals when the child is in the physical custody or subject to the control of the other party. Should it become apparent to the party with physical custody that the other party has attempted to contact the child, the

party with physical custody must make reasonable efforts to return the contact.

3. Neither parent should use the child to satisfy any obligation to communicate with the other nor have the child act as a transmitter of decisions on important matters.

***I. TUTORSHIP***

The parents shall enjoy the natural co-tutorship of the child in accordance with articles 250 and 258 of the *Louisiana Civil Code*, except as limited herein.

***J. PROPERTY OF THE CHILD***

The parents shall have administration of the property of the child provided by Articles 4501 and 4502 of the *Louisiana Code of Civil Procedure*.

***K. ACUTE ILLNESS***

In the event of serious acute illness, each parent shall afford reasonable visitation to the other upon request.

***L. GENERAL PROVISIONS:***

1. First and foremost, each parent is encouraged to treat the other parent in the same manner that they themselves would like to be treated, to behave in a cordial and cooperative manner particularly in the presence of the child
2. Except as provided herein, the child shall be subject to rules and regulations as agreed upon by the parents.
3. The parents are encouraged to consult with each other by telephone or by correspondence if personal conferences are impractical in an effort to mutually agree in regard to the general health, welfare, education, and development of the child in order that they may mutually adopt a harmonious policy in regard to their child's upbringing.
4. Neither parent shall attempt or condone the attempt, directly or indirectly, by any artifice or subterfuge whatsoever, to estrange the minor child from the affections of the other party or injure or impair the mutual love and affection of either parent with the child.
5. At all times the parents shall encourage and foster in the child sincere respect and affection for both parents, and neither parent shall hamper the natural development of the child's love and respect for the other parent.

6. Each party shall be entitled to immediate access from the other party or from a third party to records and information pertaining to the minor child including, but not limited to, medical, dental, health, school, and educational records.
7. All information regarding school, report cards, conferences, trips, functions, meetings, etc., should be furnished to the other parent as either parent receives it.
8. At no time shall either parent allow the child to be in the presence of any person abusing alcohol, prescribed or non-prescribed medication, or substances which are prohibited by law to be possessed with or without a prescription.
9. Each parent has the right to attend the child's extra-curricular functions and to have contact and communicate with the child at such function as is reasonable in view of the function regardless of whether the parent has physical custody of the child at the time of the function.

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Date: \_\_\_\_\_

***My signature represents my agreement that this Memorandum of Understanding document represents the agreement reached during mediation. I understand that it is not binding until reviewed by my attorney and ordered by The Court. The mediator agrees to forward copies of this document to our attorneys. If the mediator does not receive written objection, by my attorney or myself within 30 calendar days, the mediator agrees to submit an original of this document to The Court to be put into an Order. Prior to this 30 day period, The Court will receive only the mandatory Final Report of Mediation which indicates that mediation has concluded and that a complete or partial agreement was reached covering custody or visitation.***