

IN THE DISTRICT COURT OF ROCK COUNTY, NEBRASKA

TIM BUSSINGER,

Petitioner,

vs.

TRACEY BUSSINGER,

Respondent.

Case No. CI00-3

**DECREE OF DISSOLUTION
OF MARRIAGE**

DATE OF FINAL HEARING: April 17-18, 2001.

DATE OF RENDITION: April 26, 2001.

DATE OF ENTRY: Date of filing by court clerk.

This matter came on for final hearing. The petitioner appeared personally and was represented by Todd Flynn, and the respondent appeared personally and was represented by W. Gerald O’Kief. A trial was had to the Court. The matter was taken under advise-ment.

NOW, effective upon the date of filing of this decree by the court clerk (the date of “entry” of decree), the Court, being fully advised in the premises, hereby finds, orders, adjudges and decrees as follows:

1. **JURISDICTION:** At filing, the petitioner resided in this county and now resides in this county. The petitioner resided in Nebraska for more than one year prior to filing. More than 60 days have passed since personal service was perfected or a voluntary appearance was entered. Neither party is now a party to any other pending action in any court for divorce, legal separation, or dissolution of marriage. Neither party is a member of the Armed Forces of the United States or any of its allies. The Court has jurisdiction of both parties and the subject matter of this action.

2. **MARRIAGE:** The petitioner and the respondent were married on June 1, 1991, in the City of Bassett, Rock County, Nebraska.

3. **DISSOLUTION:** All reasonable efforts to reconcile have been made and there is no reasonable possibility of reconciliation. The marriage is irretrievably broken

and should be, and hereby is, dissolved. This decree becomes final and operative after 30 days from date of entry, except for purposes of appeal and except that neither party may remarry (other than to each other) for six months from date of entry and the parties are deemed as married for health insurance purposes during such six month period. If either party dies prior to expiration of such time periods, the decree becomes final as of the date of entry.

4. **ISSUES TRIED AND STIPULATED:** The parties were unable to agree as to the issues of child custody, visitation, and support, and a trial was had on such issues. The written stipulations received as Exhibit 20 are fair and reasonable in all respects and are not unconscionable, and are hereby approved, and compliance therewith ordered, and the findings and orders hereinafter made incorporate such stipulations insofar as they go, and the Court determines the other issues upon the evidence presented.

5. **NO CREDIT:** Credit shall **NOT BE ALLOWED** for any payments required to be paid to the Clerk of the District Court or to the State Disbursement Unit and which are not paid to the proper officer. All references to the court clerk or Clerk of the District Court shall mean the Clerk of the District Court of Rock County, Nebraska.

6. **PAYMENTS:**

A. Until the State Disbursement Unit becomes operative, all payments of child support and/or medical support ordered in this decree shall be paid to the Clerk of the District Court for disbursement to the person entitled to receive the same. When the State Disbursement Unit becomes operative, all payments of child support and/or medical support ordered in this decree shall be paid to the State Disbursement Unit for disbursement to the person entitled to receive the same.

7. **PETITIONER'S PROPERTY:** The petitioner's sole and separate property, subject to encumbrances unless otherwise provided herein, shall consist of:

A. All of the property now in the petitioner's possession except as specifically awarded to the respondent herein.

B. The following items now in respondent's possession: (1) day bed, (2) coffee table, (3) hutch, and (4) ceiling fan.

C. The Dodge pickup.

D. The house at 717 State Street in Bassett, Nebraska, which real estate is legally described as: The East 65 feet of Lots 9 and 10, Block 5, South Addition to the City of Bassett, Rock County, Nebraska.

E. Livestock including 15 bred cows with calves at side, 5 bred two-year-olds with calves at side, one yearling bull, one yearling heifer, and one colt.

F. All tools and livestock equipment in petitioner's possession.

G. The insurance policy on the petitioner's life, subject to the requirements that the petitioner designate the minor children of the parties as the beneficiaries of the policy, that the beneficiary designation not be changed, and that the petitioner shall pay the premiums necessary to keep said life insurance policy in force for the benefit of the children. The petitioner shall notify the issuing insurance company of the restriction imposed on change of beneficiary designation, and shall provide proof of such notice to respondent or respondent's counsel within 90 days of the date of entry of decree.

8. **RESPONDENT'S PROPERTY:** The respondent's sole and separate property, subject to encumbrances unless otherwise provided herein, shall consist of:

A. All of the property now in the respondent's possession except as specifically awarded to the petitioner herein.

B. The following items now in the petitioner's possession: (1) sewing machine, (2) couch, (3) Party Lite shade, (4) belt buckle, (5) two sleeping bags, (6) canning supplies, (7) fishing pole with red reel, (8) vanity set, (9) newer refrigerator, and (10) softball glove.

C. The petitioner shall retrieve the electric stove from the pastor and deliver the same to respondent.

D. Chevrolet Blazer motor vehicle

9. **DEBTS:** The indebtedness of the parties shall be paid as follows:

A. Each party shall pay the debts incurred by that party personally since the separation on October 10, 2000.

B. The petitioner shall pay the following: (1) Buckles Automotive, Inc. of \$159.40, (2) Kracl Equipment of \$192.12, (3) Tri County Bank of \$1,249.12, (4) Associ-

ates VISA of \$3,190.86, (5) Sears of \$620.78, (6) Rock County Hospital of \$28.29, (7) Dirk's Automotive & Machine of \$239.67, (8) Turp's Automotive of \$28.28, (9) Cellular One of \$277.51, (10) mortgage debt on house of \$35,500.00, (11) rentals owed of \$6,000.00, (12) livestock debt of \$5,302.00, (13) Dodge pickup debt of \$937.58, (14) student loan debt of \$2,126.00, (15) Providian credit card debt of \$93.80, (16) AT&T credit card debt of \$3,053.66, (17) Citibank debt of \$3,784.91, (18) Bank of American VISA credit card debt of \$3,773.75, (19) Chadron Medical Clinic debt of 765.00, (20) Dr. Dan Johnson debt of \$875.00, (21) Central Nebraska Veterinary debt of \$425.60, (22) Coleman & Associates debt of \$940.90, (23) Country Feed debt of \$145.00, (24) Einrem debt of \$350.00, (25) Farmers Ranchers Coop debt of \$1,145.21, (26) Marilyn Hollister of \$2,000.00, (27) Elaine Bussinger of \$1,174.00, (28) life insurance loan debt of \$1,705.33, and (29) Len Clark debt of \$450.00.

C. The respondent shall pay the following: none.

D. Each party shall indemnify and hold the other party harmless of all liabilities such party is required to pay and of all debts encumbering property such party receives. Pursuant to the stipulation, judgment is entered in favor of the respondent and against the petitioner in the amounts of each of the respective debts set forth above, which judgments, including any interest thereon, may be satisfied by the payment by the petitioner of such respective debts.

10. **ALIMONY:** Neither party shall pay any alimony to the other party.

11. **INCOME TAX:** The parties shall file joint income tax returns for tax year 2000, and each shall be equally responsible for the portion of any tax liability due, and shall be equally entitled to any refund, 50% to each party.

12. **COSTS AND ATTORNEYS' FEES:** Each party shall pay such party's own final costs, including attorneys' fees. The \$1,000.00 judgment for temporary attorneys' fees has been fully satisfied.

13. **CHILDREN:**

A. There is no entry concerning any minor child affected by this action in the Nebraska Child Custody Jurisdiction Act Registry of the Court, and this Court has jurisdiction of the minor children of the parties to this action, as follows:

Jordan Michelle Bussinger, SSN [deleted], born on August 3, 1992;

Brianna Nichole Bussinger, SSN [deleted], born on August 17, 1995;

and,

Newt Riley Bussinger, SSN [deleted], born on August 17, 1995.

B. The respondent is awarded the care, custody and control of the minor children of the parties, subject to specific rights of visitation and correspondence in the petitioner as set forth in Appendix “C” attached and incorporated by reference.

C. Appendix “A,” Supplemental Order for Custody, etc., attached is incorporated into this Decree, and the parties are directed to comply therewith.

D. Section 42-364(1) specifies that “[c]ustody and time spent with each parent shall be determined on the basis of the best interests of the minor child with the objective of maintaining the ongoing involvement of both parents in the minor child’s life.” NEB. REV. STAT. § 42-364(1) (Reissue 1998). Subsection 2 specifies the following factors to be considered: (a) The relationship of the minor child to each parent prior to the commencement of the action or any subsequent hearing; (b) The desires and wishes of the minor child if of an age of comprehension regardless of chronological age, when such desires and wishes are based on sound reasoning; (c) The general health, welfare, and social behavior of the minor child; and (d) Credible evidence of abuse inflicted on any family or household member. For purposes of this subdivision, abuse and family or household member shall have the meanings prescribed in section 42-903. NEB. REV. STAT. § 42-364(2) (Reissue 1998). Subsection 3 directs that the court “shall not give preference to either parent based on the sex of the parent and no presumption shall exist that either parent is more fit or suitable than the other.” NEB. REV. STAT. § 42-364(3) (1996 Cum. Supp.).

E. In addition to the statutory factors, the Nebraska Supreme Court has identified additional factors to be considered, including the moral fitness of the parents, including their sexual conduct; the respective environments each offers; the emotional

relationship between the child and the parents; the age, sex, and health of the child and parents; the effect on the child as the result of continuing or disrupting an existing relationship; the attitude and stability of each parent's character; and the capacity of each parent to provide physical care and to satisfy the needs of the child. *McDougall v. McDougall*, 236 Neb. 873, 877, 464 N.W.2d 189 (1991).

F. In addition, the Nebraska Supreme Court has also considered:

(1) The definiteness of a proposed child care plan. *Christensen v. Christensen*, 191 Neb. 355, 215 N.W.2d 111 (1974).

(2) Which parent is the primary caretaker. *Applegate v. Applegate*, 236 Neb. 418, 461 N.W.2d 419 (1990).

(3) The amount of time spent with baby-sitters. *Ritter v. Ritter*, 234 Neb. 203, 450 N.W.2d 204 (1990).

(4) Which parent can devote the most time to the child. *Ritter v. Ritter, supra*.

(5) Which parent shows the most concern for the child's education. *Trimble v. Trimble*, 218 Neb. 188, 352 N.W.2d 599 (1984).

(6) The closeness of the relationship between the parent and child. *Brooke v. Brooke*, 234 Neb. 968, 453 N.W.2d 438 (1990).

(7) The emotional impact on the child. *Sikes v. Sikes*, 205 Neb. 441, 288 N.W.2d 43 (1980).

(8) Frustration of the non-custodial parent's visitation. *Clark v. Clark*, 228 Neb. 440, 422 N.W.2d 793 (1988).

G. As the court explained at the close of the trial, both parties are fit and proper persons to have custody. Thus, the analysis focuses on the best interests of the children. The parties have identified specific factors upon which each party relies. The court has also considered the other factors identified by the Nebraska Supreme Court. These factors tend to overlap. The court's findings as to each factor are as follows:

(1) *Relationship to Each Parent*. Both parents have good relationships with the children.

(2) *Desires of Child.* The school counselor's testimony shows that Jordan would express a preference for her father, but also shows the absence of any significant degree of sound reasoning.

(3) *Child's General Health, Welfare, and Social Behavior.* The children are healthy, well cared for, and polite and well behaved. Both parents have obviously contributed to this situation.

(4) *Abuse.* The respondent forthrightly testified that the abuse issue is not a significant factor in this case.

(5) *Parents' Moral Fitness.* The petitioner emphasizes the evidence regarding respondent's marital infidelity. The exact extent of that infidelity is not shown by the record. But the record clearly and definitively shows a total absence of such conduct in the children's presence and a lack of any effect upon the children. The evidence shows that the respondent acted irresponsibly for a period of months when her marriage was falling apart. Whatever her relations were with any other man, they were outside the presence of the children and at times when the children were entrusted to the care of responsible persons, at times including the petitioner. Although the respondent's conduct must be considered, such consideration deserves little weight.

(6) *Respective Environments.* The parents are each capable of providing suitable environments for the children.

(7) *Child-Parent Emotional Relationships.* Both parents have strong emotional relationships with the children.

(8) *Age, Sex, and Health.* This factor does not weigh particularly strongly toward either party.

(9) *Continuing or Disrupting Relationship.* This factor weighs in favor of the respondent. While the petitioner has a strong relationship with the children, and certainly has done everything possible during the pendency of the action to improve and build on that relationship, the respondent has provided the stability, schedule, and primary nurturing for the children. A change from the respondent to the petitioner would be very disruptive in the children's lives.

(10) *Parent's Attitude and Stability.* Various aspects of the testimony persuade the court that the respondent has, in general, a more stable personality and emotional health than the petitioner.

(11) *Parent's Capacity.* The respondent's care-taking abilities have been well-developed over the years. Although the petitioner has the potential to continue to develop an equivalent ability, he is not there yet.

(12) *Child Care Plans.* Both parents will have to rely on school or day care for the care of the children during working hours.

(13) *Primary Caretaker.* The respondent has clearly been the children's primary caretaker in the traditional gender roles adopted by these parties.

(14) *Time with Baby-sitters.* This factor provides little more insight than paragraph 12 above.

(15) *Most Time Devoted.* Both parties devote significant time to the children, but the petitioner's employment responsibilities limit his available time in comparison to the respondent.

(16) *Most Concern for Education.* Both parties share significant concern.

(17) *Closeness of Parent-Child Relationship.* Both parties have close relationships.

(18) *Emotional Impact on Child.* This factor weighs in favor of continued custody in the respondent.

(19) *Frustration of Visitation.* Both parties have substantially attempted to comply with the court's visitation orders. Any violations were minor, and while deserving of consideration, bear little weight. In summary, both parties have strengths and weaknesses, and on the whole, the court concludes that these factors weigh in favor of the respondent.

H. The respondent is reminded that the visitation provided to the petitioner is the minimum visitation and does not preclude more visitation authorized by the respondent. The petitioner is reminded that in exercising visitations, he must be careful

not to undermine the respondent's parent-child relationship and to support the rules, schedules, and day-to-day routines adopted by the respondent.

14. CHILD SUPPORT:

A. The petitioner is ordered to pay child support to the court clerk until the State Distribution Unit becomes operative, and thereafter to the State Distribution Unit, for distribution to the respondent, at the rate of \$867.00 per month when there are three children subject to the order, \$582.00 per month when there are two children subject to the order, and \$575.00 per month when there is one child subject to the order. Such payments shall commence on May 1, 2001, and continue in a like amount on the first day of each month thereafter until each child reaches majority under Nebraska law, becomes emancipated, becomes self-supporting, marries, or dies, or until the further order of the Court.

B. Delinquent child support installments shall bear simple interest at the judgment rate (see "JUDGMENT" paragraph below) from thirty (30) days after date of delinquency until paid.

C. Sufficient evidence has been produced to rebut the presumption that the Nebraska Child Support Guidelines should be applied because of the consistent, lengthy, and substantial farming losses that the petitioner has incurred and expects to continue to incur. While such operation may be in the petitioner's long-term financial interest, it is not in the children's best interests. The building of a ranching enterprise should not be effectively financed by the children. The court has used the respondent's earning capacity, rather than her actual lack of earnings because of unemployment. The findings of the parties' incomes and calculations under the guidelines, and the deviation therefrom, used in determining the amount of support are set forth on Appendix "B" attached hereto, including Worksheets 1 and 5. Page 1 shows the proper calculation under the guidelines and the increase for the deviation. Page 2 shows the calculation of the deviation resulting from disallowance of the farming losses. The differences have been averaged to reach a single amount of deviation.

15. WITHHOLDING & ENFORCEMENT (MANDATORY):

A. The petitioner's income shall be subject to income withholding, which shall be implemented pursuant to the Income Withholding for Child Support Act.

B. The parties' social security numbers are:

(a) petitioner: [deleted];

(b) respondent: [deleted].

C. In the event that such party fails to pay any child, medical, or spousal support payments, as such failure is certified each month by the District Court Clerk prior to the date the State Disbursement Unit becomes operative, and/or, the State Disbursement Unit after the date that it becomes operative, in cases where court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, such party may be required to appear before this Court on a date to be determined by the Court and show cause why such payment was not made. In the event such party fails to pay and appear as so ordered, a warrant shall be issued for such party's arrest.

16. **INCOME TAX EXEMPTION:** The petitioner, if such party pays child support as ordered herein, shall be entitled to claim the minor children for dependency exemption purposes for federal and state income taxes. The respondent is ordered to sign a written relinquishment of the respondent's claim to the dependency exemption separately for each child for each year including and following the date of the decree until the obligation of support for such child terminates. The respondent is ordered to deliver such relinquishment to the petitioner for the next preceding calendar year on or before January 31 of each year, but only if all child support payments due are paid as of such date. The petitioner is ordered not to claim any dependency exemption at any time when such party has not paid all child support payments which have become due. The Court retains jurisdiction to enter such orders as may be necessary, including contempt proceedings or modification of support, in the event such party claims a dependency exemption at a time when such party has not paid all child support payments which have become due.

17. **HEALTH INSURANCE:**

A. The petitioner shall provide health insurance coverage on each minor child until the obligation of support terminates as above set forth, so long as such coverage is provided through such party's employment.

B. Any reasonable and necessary medical expenses incurred for a minor child for whom the obligation of support has not terminated and which are not reimbursed by insurance shall be paid as follows:

(1) When the full extent of insurance coverage required by paragraph A is actually provided, the amount of any such expenses not reimbursed by insurance because such expenses are not covered or the amount representing any co-insurance requirement or deductible shall be paid 68% by the petitioner and 32% by the respondent.

(2) If the petitioner fails to maintain the full extent of the insurance coverage required by paragraph A, the amount of any such expenses not reimbursed by insurance, including such amounts as would have been subject to a deductible or co-insurance requirement, shall be paid by the petitioner.

C. The health insurance policy information necessary to comply with the reporting requirement hereinafter set forth shall include, at a minimum, the following: (1) insurance company name and address; (2) policy number (for group policy, both group number and individual identifying number); (3) policy holder name (for group policy, both group name and individual name); (4) policy holder's social security number; and, (5) name, address, and telephone number of any person or entity (such as an employer) with which claims are to be filed or reported.

D. If the custodial parent files a written request with the Clerk, the party required to provide insurance shall file with the Court, at least annually, a certificate of the insurance company documenting that the required health insurance is currently in effect.

E. The party required to provide insurance shall fully cooperate with any health care provider to facilitate availability of prompt medical care, attention, and treatment to any minor child of the parties.

18. **REPORTS:** Each party shall be required to furnish the Clerk of the District Court of Rock County, Nebraska, in writing, with such party's address (including specific street address or other physical location, in addition to mailing address), telephone number, and social security number, the name and address of such party's employer, whether or not such person has access to employer-related health insurance coverage

and, if so, the health insurance policy information, and any other information that the Court shall deem relevant until any judgment for alimony, child support, property settlement, attorneys fees, and/or costs, herein made are paid in full. Each party shall also be required to advise the Clerk of any changes in such information between the time of entry of this Decree and payment of the judgment in full, within ten (10) days after the effective date of such change. Failure to comply with the provisions of this section shall be punishable by contempt.

19. **DOCUMENTATION:** Each party is ordered to execute and deliver to the other party such documents as will be necessary to transfer all of the interest of the party not receiving the property to the party who shall receive the particular property under this Decree. In the event that any party fails to execute and deliver such documents within thirty (30) days of this Decree, this Decree shall have the effect of a conveyance and/or release under NEB. REV. STAT. § 25-1304, as amended, with the same effect as though the appropriate documents of conveyance or release had been executed and delivered in conformity with this Decree.

20. **JUDGMENT:**

A. Judgment is hereby entered against petitioner and in favor of respondent for child support and indemnification of debts as above set forth.

B. The judgment rate applicable as of the date of entry of this decree is 5.442% per annum.

IT IS THEREFORE ORDERED that the parties to this action shall fully comply with the above findings and orders.

Signed in chambers at Ainsworth, Nebraska, on April 26, 2001.
DEEMED ENTERED as of date of filing by court clerk.

If checked, the Court Clerk shall:

- : Mail copy of decree to all counsel of record and to any pro se parties.
Done on _____, 20____ by _____.
- : Enter judgment on the judgment record.
Done on _____, 20____ by _____.
- : Mail postcard/notice required by § 25-1301.01 within 3 days.
Done on _____, 20____ by _____.
- : Note the decision on the trial docket as: [date of filing] Signed "Decree of Dissolution of Marriage" entered; judgment entered accordingly.
Done on _____, 20____ by _____.

Mailed to:

BY THE COURT:

William B. Cassel
District Judge

SUPPLEMENTAL ORDER FOR CUSTODY, ETC.

Except as otherwise provided by any approved Parenting Plan, the provisions relating to custody, alimony, support, visitation and conduct of the parties, are subject to the following terms and conditions:

1. **Care and Supervision:** The party who has custody of the children, hereinafter referred to as the Custodian, shall:
 - a. provide the children with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonably private living and sleeping quarters; (4) appropriate medical examinations and treatments; and, (5) guidance and counsel in worldly and spiritual matters;
 - b. train the children to obey and respect their teachers and the law;
 - c. require the children to attend all regular sessions of school until graduation unless excused for medical reasons or by the school or by the Court;
 - d. personally supervise and control the conduct and activities of the children except when they are at school, or in known and usual recreational activities, or in the immediate care of another competent person;
 - e. not engage in, or permit in the presence of the children, any excessive drinking, immoral conduct, obscenities, violence, or disrespect for law and order;
 - f. advise persons entitled to visitation of: (1) all school or police disciplinary contacts; (2) all medical contacts or reports; and, (3) all other important developments in the children's lives and activities;
 - g. make emergency decisions affecting the health or safety of the child except during periods of visitation with the other parent, and shall communicate any such decisions to the person entitled to visitation as soon as reasonably practicable under the circumstances.

Each parent shall continue to have full and equal access to the education and medical records of the children unless the court orders to the contrary.

2. **Control of Visitation:** Unless otherwise provided, the person entitled to visitation may:
 - a. take the children to such reasonable places for such reasonable activities as such person may determine;
 - b. correspond with the children and the Custodian shall not censor such correspondence;
 - c. telephone each child for not to exceed 15 minutes between 7:00 P.M. and 9:00 P.M. on Wednesdays and Sundays, and at such other times as the parties may agree and the Custodian shall not participate in such calls;
 - d. while the child is visiting with such person, make emergency decisions affecting the health or safety of the child, and shall communicate any decisions to the Custodian as soon as reasonably practicable under the circumstances.

In connection with visitation, the Custodian shall:

- e. have the children ready and available promptly for all visits;
 - f. if advised in advance, provide the children with such special and additional clothing as may be appropriate for the planned activities;
 - g. in the event a child is invited or desires to participate in other activities which may interfere with a visit, not encourage, permit, or consent thereto without previous approval of the person whose visitation will be interfered with, and will not deprecate the denial of such approval;
 - h. not reduce or deny visitation for failure of support.
3. **Interference:** Neither parent will intrude upon the privacy of the other; nor falsely make or imply mean or nasty or derogatory or deprecatory statements about the other to anyone; nor prevent or restrict or in any way interfere with the other's rights granted by this Order.
4. **Injunction:** The Petitioner and Respondent and their agents and servants, and each of them, are enjoined and restrained from doing, attempting to do, or threatening to do, any act of injuring, maltreating, vilifying or molesting the adverse party, or any of the children or violating any of the terms of this decree or of Appendix "A."
5. **Contempt:** Willful violation of any of the orders or directives set forth above will be considered contempt of court. Punishment for contempt of court may be from one dollar to five hundred dollars or from one hour to six months in jail.

STANDARD VISITATION IN THE EIGHTH JUDICIAL DISTRICT

Except as otherwise provided by any approved Parenting Plan in this case, reasonable visitation rights of the non-custodial parent shall include but not be limited to the following:

A. **WEEKEND VISITATION:** Weekend visitation shall be every other weekend from Friday to Sunday, beginning on the second Friday following the date of this order, or if a schedule has been established, on the next date that would be provided by that schedule.

B. **HOLIDAY VISITATION:** In even numbered years, the non-custodial parent shall have the children on the following holidays that are numbered with an even number, and visitation shall be reversed for odd numbered years:

1. Easter: From the day school is dismissed for Easter vacation to the day before school resumes after that holiday.
2. Memorial Day: From the Friday before the nationally-recognized Memorial Day to Memorial Day.
3. Fourth of July: The day before the Fourth of July and the Fourth of July, but if the day falls on Friday through Monday, then it shall include the weekend and the day that the offices of the State of Nebraska are closed in honor of that day.
4. Labor Day: From the Friday before Labor Day through Labor Day.
5. Thanksgiving: From the day school is dismissed before Thanksgiving to the day before school resumes.
6. Christmas: From the day school is dismissed before Christmas to December 27.
7. New Year's: From December 27 to the day before school resumes after New Year's Day.

C. **SUMMER VISITATION:** The non-custodial parent shall have extended summer visitation consisting of a six-week continuous period that begins on the seventh Friday next preceding the date school is to commence, and ends on Friday six weeks later. During this period, the other parent shall have visitation every other weekend, commencing two weeks after the summer vacation begins.

D. **MOTHER'S AND FATHER'S DAY:** If the celebrating parent desires, the children shall spend Mother's Day with their mother, and Father's Day with their father. This visit shall start at 8 a.m. of the day and end at 8 p.m. of that day.

E. **GENERAL PROVISIONS:** Unless otherwise provided or agreed:

1. Time: All visitation shall begin and end at _____ p.m. (6:00 p.m. if left blank) on the day this order states as the start or end of a visitation period, as the case may be.
2. School's Commencement and End: School shall be deemed to start and end on the day the school attended by the children starts and ends; but if children do not attend school, the start and end of the public grade school in the community where the children live shall control.
3. Transportation: The party receiving visitation shall provide transportation at the beginning of that visitation. The other party shall provide transportation of the conclusion of that visitation. Driving may be done by any responsible adult who is related to the parties by blood or marriage.
4. Waiver: A parent entitled to visitation may waive the same by giving the other party three day's notice by telephone, or by agreement. Failure to exercise visitation without giving notice of waiver shall constitute a violation of this order.
5. Modification: As long as the parties agree, and continue to agree, they may modify this visitation schedule as they desire.

F. **APPEARANCE AND DAY-TO-DAY RULES:** The rules laid down by the custodial parent on matters concerning personal appearance (hair styles, etc.), and day-to-day rules, such as curfew and bedtime, shall also be enforced by the non-custodial parent as nearly as possible. The custodial parent shall supply clothing, including diapers, sufficient for each visitation.