



Creating a Custody Agreement

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Custody agreements are the heart of any custody matter. Without a custody agreement, you are at the whim of your ex. With a poorly prepared custody agreement, it can be even worse.

Unfortunately, a lot of people agree to an arrangement with the notion that they just want to get everything settled, and then they can change the agreement at a later date. In today's family court, changing a custody plan is sometimes nearly impossible, and almost always, expensive. Courts believe that the status quo is what is best for children, and most courts won't even grant a hearing about a possible change unless there is a "significant change in circumstances."

For those reasons and more, it's important to write a custody agreement that has the best interests of children and both parents in mind, and to do it right the first time, no matter how long it takes. If you've already signed an agreement and are realizing that it's not going to work, get it right the second time! In this ebook we will address every situation you should think of and why you should detail each aspect of the agreement. Whether you currently have an agreement and constantly have issues regarding one parent following the agreement, or you are just beginning the process of negotiating a parenting plan, evaluating the areas we cover will give you far more protection of your rights than a "standard" agreement an attorney will provide in their office. This is especially true if you are going through a high conflict divorce or custody situation.

So, what is a custody agreement?

A custody agreement or parenting plan is a contract that details how the children will split their time between parents, how they will be raised, who can be involved in their lives, who will make the major decisions regarding their care, and can even include details regarding religion, day care, braces, therapy, sports and more. It's a blueprint for how the parents will take care of the children and be involved in their lives.

What are the problems with custody agreements?

The biggest problem with a custody agreement is that the parents can choose to ignore the agreement at any time, and often the only option for the other parent if a mutual agreement can't be reached, is to take them to court to have the agreement enforced or changed.

As with any legal contract, agreements can be interpreted differently, especially if the agreement is vague like most standard agreements. A father receives custody based on "reasonable access to the children as determined by the mother", can be interpreted by the father as meaning every other weekend and school holidays, while the mother believes "reasonable" means whenever she doesn't have a babysitter. In order to get the agreement changed, the parents can write and sign a new agreement, or one parent has to file a petition in court and argue why the agreement needs to be changed in the best interests of the children. Every time you have an issue with the agreement you will have to repeat this process!

A custody agreement also only covers what is included in the agreement. If there is no provision for child care, a parent can hire the most expensive nanny they can find, and stick you with half the bill, or they can have their alcoholic sister watch the children.

How do you get a custody agreement approved or a current one changed?

Typically when children are involved in a divorce, or the end of a relationship, parents have three options. They can come to an agreement amongst themselves, through a mediator, or through the family court system.

Mutual Agreement: If you have a reasonable relationship with your ex, it's always best to make a decision on custody together. If you end up having to go through family court, you lose all control. At this time, 85% of custody cases are awarded to mothers, so working out an agreement could be especially important if you are a father and want more than every other weekend with your children. If you are in a high conflict relationship, coming to an agreement on your own may be more difficult. In either case, you may decide to just "try" an arrangement to see if it works for everyone before making the contract final. We recommend that if you want to go this way, you write into the contract when this will become final, and what the final contract will look like if this situation doesn't work. Otherwise you will likely end up in mediation or court.

Mediation: A divorce or custody mediator is hired to help clients come to an understanding. They are not interested in who is right or who is wrong, they just want to end the fighting and get a final agreement signed. A mediator can work with parents who are truly interested in what is best for the children, but have some sticking points. Usually both parties will be asked to submit proposals and then you'll work from there. If you have doubts about your ex's ability to parent or other issues, a mediator may not be the best choice.

Family Court: Any time you hand over a decision to a court you are taking a chance. Court should be a last resort, but often the only real option for couples involved in a high conflict custody situation. If you are dealing with someone that doesn't have the best interests of the children involved, is only out to hurt you, or shouldn't have a lot of access to their children due to abuse, mental illness or other issues, family court will have to be dealt with. The other side may or may not submit their own proposal, but you will have to argue the merits of what you have included in your agreement and then the court will determine what the final agreement will be. In high conflict cases, the high conflict ex spouse typically has one or two issues

that they routinely focus on, and may not even read the other portions of the agreement because they are so upset with one area. You will typically know what these areas are based on prior interactions with them, whether it's phone calls or exchanges. Whether you have an attorney or are representing yourself, you will need to be prepared to defend why your agreement is in the best interests of the children.

Let's get started writing an agreement that will lower the chances of problems shall we?

Creating a custody agreement

Remember, when writing a custody agreement, the only thing you can do when your ex-partner doesn't follow the agreement is to take them to court for contempt. Even if you have provisions for violations written into the agreement, you'll still end up going to court in order to have them enforced. You really should be prepared to fight, at the appropriate time, for anything that you decide to put into a custody agreement. If you aren't willing to fight for it, don't include it.

Here, we'll discuss a few of the most common types of custody arrangements, focusing primarily on shared-custody (50/50), but also discussing situations where 50/50 (or close to it) isn't possible for any number of circumstances. Remember, your goal needs to be to maximize the amount of child custody you get. You have to be a willing, able, and fit parent. It must also be logistically possible.

When you're creating a custody agreement, the first order of business is going to be determining the "base schedule." It is the foundation for most everything else that will be contained within the document. Here we'll discuss three: (2) typical 50/50 shared-parenting options, and (1) typical custodial/non-custodial arrangement. Remember, there are probably an infinite number of ways to set-up a custody agreement, so in order to best work within your circumstances, please visit the forums and/or email us and we can get to work!

"Week-On/Week Off" or 7/7

This is your fairly standard, self-explanatory shared-parenting plan. As with any 50/50 custody arrangement, it requires that both parents live reasonably close to one another. "Reasonable" does not mean on the same block or even just around the corner. Reasonable could be 30-minutes away, provided the children won't suffer any outrageously cumbersome circumstances getting to places, most specifically - school!

The 5/2/2/5 Arrangement

Gaining in popularity is the 5/2 / 2/5 shared-parenting arrangement, another 50/50 option. It is also a stable and predictable schedule that ensures no more than 5-days will ever go by without seeing the children. One parent will typically take each Monday and Tuesday while the other takes each Wednesday and Thursday. Beyond that, each parent will have every other weekend which will either be Friday, Saturday, Sunday, Monday and Tuesday to one parent followed by Wednesday, Thursday, Friday, Saturday and Sunday to the other. The children always know where they are that day and there are fewer transitions.

The "Classic" Primary/Secondary Arrangement

Your circumstances may not reasonably allow for a 50/50 custody arrangement and you may be facing a situation where you have the classic case where one parent (oftentimes the father) has every-other-weekend with the children and a weekday "dinner visit" with the child during the school year. During the summer, there are an infinite number of ways the non-custodial parent can arrange for extra time.

It's important to keep in mind that these are simply not the only arrangements that can be made. However, you'll either work to get 50/50 shared-parenting, of which we here at Mr. Custody Coach are proponents, or you will have a primary custodian and secondary custodian plan of some sort.

There is also an option called "**nesting**." While an interesting concept, it is not one even remotely likely to work in a high-conflict situation as there is too much opportunity for problems. This arrangement is used by parents with the utmost focus on minimizing upset for the children. It can also be a tremendous money saver for both parents. The children can always be in their own rooms, in their own neighborhood, and remain close with established friends and neighbors. In this scenario the two parents move into and out of the single home during their custodial time with the children. The parent's secondary residence(s) can then be something small and simple that need not be spacious enough to accommodate children. Needless to say, this type of arrangement requires two tremendously cooperative parents who will have respect for one another's personal

possessions and privacy. That's not likely to happen if you are here because of a high conflict ex.

The custody agreement details

The following sections will concentrate on what to include in your agreement beyond the time split between the parents. You may not need every section, and you may think of more that need to be included in your specific circumstance. The biggest thing to remember as you read and think about what will work best for your situation is that DETAILS are the most important part of a custody agreement. Leaving areas open for interpretation, or even flexibility can be disastrous in a high conflict scenario. Our first suggested clause in every custody agreement will take care of those things that you may need to change in the future, or be flexible on, but for the most part you need to look at not only what has already happened in your custody case, but what may happen in the future. If you know your ex likes to make things difficult for you, just because they can, you need to close loopholes that can be opened in the future.

Greatest Custody Clause

For anyone going through a divorce involving children, be it civil or uncivil, I have found this to be a most powerful ally in ensuring against alleged miscommunications and the likely occurrence of “he-said, she-said” situations. A high-conflict ex-spouse, particularly if they suffer from any of the "big 4" personality disorders, will spare no effort in exploiting loopholes and vague language within custody agreements. With the following provision, any changes that need to be made to the custody agreement, whether short-term or long-term, will be completely unenforceable unless you insist that the following clause (exact or with similar language) be included in your custody order:

Changes: *All provisions of this agreement may be altered with prior WRITTEN agreement between both parties. If a deviation is agreed to by both parties, it may not be revoked or changed without subsequent written agreement by both parties. Written agreements may be accomplished via email, fax, or through other documented media.*

Nearly everyone we've encountered who are involved in a high-conflict divorce and custody situation have struggled mightily with:

- The ex-partner reneging on verbal agreements which were then revoked, oftentimes at the "11th-hour."
- The ex-partner reneging on written agreements (usual email agreements).
- Verbalizing agreements and then failing to put them in writing or draw them up as orders. This is particularly painful if you've gone through the time and expense of having an attorney draw up modifications only to have the high-conflict ex refuse to sign them.

The following is a basic assessment of a high-conflict ex-partner's negotiating and agreement philosophy:

- There is no agreement that you can come up with that s/he will ever agree to. If you came up with it, there must be something wrong

about it, underhanded about it, or you are trying to rip them off in some way.

- If s/he verbalizes an agreement with you, s/he will never sign your documentation or see to it that it is documented and signed from his/her end.
- There is no agreement that s/he'll come up with that s/he'll agree to if you agree to it. If you like it, there must be something wrong with it or she forgot something that will benefit you and rip her off.

They do not negotiate. They pretend to negotiate. Then, they will continue to "up the ante", a disguised effort showing (falsely) they are amenable to a settlement or modification. After you've gone way above and beyond what is fair or equitable in an effort to settle things, s/he will use that as the benchmark in asking the court for more when you go to the inevitable hearing.

I have this clause in my own custody order. I suggested it to the judge who put into our order, verbatim, including the "all caps" portions. It has been instrumental in heading off some court hearings. Those that it didn't, it was instrumental in either defending myself resulting in a finding of innocence or finding "Jane" guilty of contempt. When she goes into court claiming she didn't agree or there was some misunderstanding, I usually only have to hand the judge the email exchange showing agreement between us and the jig is up. It's really been that simple.

If your current custody order/agreement doesn't have this clause - get it in there the next time you have the opportunity to get it modified, even if the modification is for some other issue. If you're in the middle of a custody case, make sure that a clause (or one with similar language) becomes a part of any final order.

It won't guarantee that your high-conflict ex will adhere to the order without violation. However, when s/he does, at least you will have protection and proof should you need to go to court. Remember, when emailing, always copy yourself on every single email. Keep your paperwork filed and organized in the event you ever need to use it in court.

If you feel compelled to request a deviation from your order, do it in

writing. The very moment you get a written agreement in reply - STOP! No more discussion. No mind-changing allowed. It essentially becomes an extension of the court order without having to go through a hearing for a change. Accept no substitute. If you don't agree in writing, you don't have an agreement, period. Follow that order to the letter and avoid deviations unless you have them in writing - agreement from the both of you - IN WRITING! And remember, you are just as bound by this clause as your ex is. Never forget that.



Custody Exchanges

In high-conflict circumstances, it's best to do exchanges where face-to-face meetings are not necessary. Absent that option, we strongly recommend neutral locations, highly public/visible, somewhere between you and your ex-partner.

In my case, I live approximately 20-25 minutes from "Jane." The schools are positioned at points between us. Exchanges are done at a neutral location between us. Both of us can deliver the children to important places without unreasonable circumstances (like getting the children up at 3AM to get ready for school).

Exchanges are typically done on Sundays. In a high-conflict situation, we always recommend a highly-visible, safe, neutral location. However, they could be done on Friday evenings, coordinated with the end of the school day on Friday. In such a situation, there is no face-to-face exchange, which is the absolute ideal in a high-conflict situation. Dad drops child(ren) off at school or daycare in the morning, Mom picks child(ren) up at school or daycare in the evening.

Choose a specific time that is agreeable to both of you if you must do a face-to-face exchange in the method described above. Prepare to be flexible and ready to wait, particularly with a high-conflict ex-partner. Depending upon your proximity to one another, we would suggest that a 30-minute buffer (max) is not unreasonable for parents who live reasonably close to one another. For longer distances, we would suggest as much as 60-minutes be considered as a buffer to allow for traffic snarls. We've done both and, despite the high-conflict nature of our specific situation, abuse of the "buffer-zone" has been minimal. When we were longer distance (4-hours, meeting half-way), we had very few traffic, weather, or other snarls that would impact a reasonable arrival time. If you're long-distance and just

starting out, expect that it will take several exchanges to determine actual driving distances for each party to the exchange point and then you can coordinate departure times to minimize waiting.

Keep a few things in mind when choosing meeting days and times. A Saturday exchange will make it impossible to go anywhere on weekends, so Friday and Sundays are often better for all involved. If you have a long drive, an alternating time may make more sense, for instance: if you have a 5-hour drive, you might want to make pick up at 2pm to give you time to arrive and return home safely, but you might want to make drop off time 5pm so you have more time with the children and don't have to leave home as early.

If one party deliberately fails to show up at an exchange that is required by the order, we urge you to stop by the nearest store and buy something small to prove that you were at the location. Purchase that item when you have reached your limit for waiting and realize the exchange will not be taking place so that you have evidence demonstrating how long you've waited before departing. Write a summary of the circumstances, attach your receipt and prepare to file a contempt motion for custodial interference.

In some cases, one party may be required to do all of the driving and deliver the child to the other party's door. You follow the court order. Hopefully, if you've prepared a parenting plan with the focus on minimizing conflict and keeping everything safe for all, a judge will consider a neutral exchange location close to the receiving parent's home.

Other things to consider:

- What happens if child doesn't want to go, do you force them?
- What happens if a child is sick?
- What happens if a parent is sick?
- What happens in inclement weather?
- What happens if a car breaks down?

If you are dealing with a reasonable ex, these things can be worked out as they come up, but if you are dealing with a high conflict ex, it's best to think through potential problems in advance and deal with them in the

agreement.

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Holidays

There are a lot of variables that go into creating a holiday schedule. The first thing you must understand is that divorce and custody situations turn a blind eye towards race, religion, creed, sexual orientation, etc. When it comes to attempting to create a

shared-parenting plan, it should go without saying that everyone will be sacrificing "special times" - particularly when it comes to holidays.

Our examples will speak to traditional Christian holidays for the most part. This is simply due to the fact that these are the ones with which we're most familiar. However, as you peruse this page (and this site), do so with your thoughts geared towards your specific situations and, in this case, the holidays that your family normally celebrate. We can discuss your specific holidays in more details via our forums where we can gain a mutual understanding of your circumstances.

Our initial recommendation may not work for you. You can work all that out. It is simply the starting point from which you will work to create a potential holiday schedule for you.

What is that recommendation? Prepare to give up holidays on an alternating basis. In the early year(s), it may "stink" for you, the parent. I've done both and I can tell you that for the children, trying to split up the main "holiday day" really doesn't give the children a chance to enjoy the day without being shuffled around, and that's assuming your logistical situation would allow for that to take place. You need to begin to understand and take on the mindset that any special day can reasonably be celebrated at the next nearest time. You can celebrate Christmas in July if you want and have it be a grand old time!

Let the children enjoy the full day with the parent who has custody in any

given year. They don't need to celebrate two Christmases "on Christmas Day." They don't need to celebrate two Thanksgivings "on Thanksgiving Day." They don't need to celebrate two of any special occasion "on that specific day." Allow for them to have the peace-of-mind and ability to just relax and enjoy it in one place. This is our personal belief and understand that any number of situations may suggest you try something else.

The most common way to "whack up" the holidays is by year, with mother getting several primary holidays in one year and father getting them the next. You'll see this done via the "even/odd" method. Further, in order to ensure that the children get to spend some primary holidays with each parent each year, we recommend that you alternate them. As an example:

Holidays, Special Occasions

Physical Custody of the children shall be shared by the parties according to the following schedule which takes priority over regularly scheduled periods of custody:

- Thanksgiving to include the entire weekend of Thanksgiving. Father shall have custody in odd years and Mother shall have custody in even years. Children will be exchanged by 11:00AM on Thanksgiving Day and the return exchange shall take place at 5:00PM on Sunday.*
- Christmas shall include December 24th through December 26th, Father shall have custody during even years and Mother shall have custody in odd years. Children will be exchanged by 5:00PM on Christmas Eve and the return exchange will take place at 5:00PM on December 26th.*
- New Year's Holiday to include December 31st, through January 1st. Father shall have custody in odd years and Mother shall have custody in even years. Children will be exchanged by 5:00PM on New Year's Eve and the return exchange will take place at 5:00PM on January 1st.*
- Easter Holiday shall be in accordance with the school calendar. Father shall have custody in odd years and Mother shall have custody in even years. Children will be exchanged by 5:00PM on*

Good Friday and the return exchange shall take place at 8:00PM on Easter Sunday.

Further, as you can see in the above 4 examples, each major holiday is alternated: Dad Thanksgiving, Mom Christmas, Dad New Years, Mom Easter... and then the cycle in reverse... Mom Thanksgiving, Dad Christmas, Mom New Years, Dad Easter... etc.

You can include additional special occasions, too. We suggest you pick an even number of occasions to keep the rotation alternating. So, you might throw in 4th of July and Labor Day.

It is important to specify the exchange dates and times, and possibly who will drive the children, so that planning for events during those periods can be done for BOTH parents, hopefully, without interference. As you think about what times and days you want to do exchanges, make sure that they make sense with your work and travel schedule. If you know you always work Christmas Eve and you have a 4 hr drive to get the children, you probably don't want to do an exchange at 5pm on Christmas Eve. In that case it may make more sense to ask that the Christmas exchange always takes place on the 23rd, or that a family member will pick them up.

Remember that without specific times, places and driving instructions, the other parent can dictate when and where YOU will pick up the children, and there will be nothing you can do about it other than choose to not get your children or take your ex back to court.

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Summer and Vacations

At the risk of repeating ourselves... think "lots of variables."

Summer and vacations, as with all other provisions of the best

possible custody agreement from the get-go, should be very specific in order to reduce and hopefully eliminate any conflict associated with them. All we want to be able to do is plan without interference.

Our primary recommendation in a 50/50 custody arrangement that is "week-on/week-off" or 7/7 is fairly straightforward. Parent - plan your vacations during your custodial weeks. That's it. This is what you do in order to minimize the potential for high conflict. In this situation, there is no need to alter to accommodate "the summer" generally. You have a shared-parenting agreement/order.

When your 50-50 arrangement is of the 5/2/2/5 variety, you may have some more flexibility to write into your agreement unless you are inclined to simply take vacation during one of your "5" periods. One recommendation would be to write into your vacation clause that in order to accommodate a week-long vacation period, the schedule will change to a 7/7 and then revert back to 5/2/2/5 for each parent's respective vacation plans. There should be a reasonable amount of notice for the vacation periods and we suggest 30-days written advanced notice of the intention to take vacations in such a scenario. In this situation, there is no need to alter to accommodate "the summer" generally. You have a shared-parenting agreement/order.

The most preparedness and available options comes with the classic primary-custodial/secondary-custodial parenting arrangement. When you're an NCP (non-custodial parent), the summer is the time of year you will have the most opportunity to maximize your custody time. This

arrangement will necessitate a change from the common school-year custodial arrangement of the NCP having every other weekend and a dinner (or overnight) during the week. If your classic CP/NCP arrangement is a long-distance one - the summer is about the only time you'll have left to obtain meaningful custody time.

Remember, our goal here is to maximize your custody time with the target being shared parenting (absent issues of parental fitness or other potentially dangerous circumstances for the children). Options to consider:

- Our top recommendation = reversing the school year custodial arrangement. The primary custodian has every-other-weekend and a dinner visit/overnight during the week with an allowance for 1 or 2 weeks for them to take vacations (with notice). For long-distance situations, the secondary custodian has the children for the full summer with vacation allowances for the primary custodian.
- A 50-50 custodial summer arrangement using the 7/7 or 5/2/2/5 methodologies. Consider even using a 14/14 arrangement. Vacation periods, with notice, would be handled as previously written above.
- If logistics or some other issues necessitate less time than described above, you plan for the longest possible period of uninterrupted parenting time, for instance 4-weeks or 6-weeks.
- Be specific regarding transportation, times and places, what happens if someone is late, etc.
- Be specific about what information will be shared regarding where children will be during vacation, address, phone, arrival time, flights, etc
- Be specific about how much contact you would like to have while your children are traveling, remember the contact goes both ways, so be reasonable.
- If children will be traveling out of the country, think about who should have the passports if you are worried about your ex leaving the country with the children. Attorneys can be responsible for storing passports until needed, and retrieve them once vacation is over, so their client is less likely to not return.

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School Breaks

With regard to what we're calling "school breaks" - any shared-parenting, 50-50 custodial arrangement won't necessarily require any specific language. School breaks will fall on each parent's custodial period and not require any deviations from the

standard schedule with two possible exceptions:

- Your school district has an extended "winter break" that is NOT Christmas Holiday and/or;
- Your school district has a "spring break." Keep in mind, many districts plan their spring breaks the week before, the week after, or wrapped around Easter holiday (half-week before and half-week after).

In those instances, our first recommendation would be to include them in the periods considered "holidays" and rotate them accordingly.

This section is most important for those with the unbalanced custodial arrangement pending (or currently in place). Provided you're not in a long-distance situation, non-custodial parents often miss these opportunities to obtain extra parenting time with their children:

- Winter and/or Spring Breaks.
- Teacher In-Service Days necessitating a child's day-off from school.
- School holidays that aren't a parent's work holiday.
- Any other day-off from school for any reason not included above.

Remember... we're all about looking for opportunities to maximize your custodial time whenever possible. I was once an NCP and had written into my custody order the following clauses within the base custody schedule:

In accordance with the school calendar, if there exists any day(s) off for the children that extend any weekend (either the beginning of the weekend or after the weekend), Father is to provide a minimum one week's notice of his intention to have the children for that extended time.

If during any future school year, Spring Break doesn't "surround" the Easter Holiday (for example, it is the week preceding Easter or is the week after Easter), Father will be permitted custody of the children with a minimum of one week's notice.

Very, very important. If you look at your child's school calendar for this year or past years, you will be surprised at just how many extra days you will be able to pick up and be able to spend with them. We were able to make this work despite the distance between homes being 4-hours at that time.

*ALWAYS remember to include the specifics! When, where, who!

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Child Care

One might not believe that provisions for childcare is an area that can be exploited.

Oftentimes, we take for granted that the kids will be enrolled in a daycare center and it's just part of the everyday... whether you're divorced or not.

Not so.

Nearly every consideration made when creating a custody order/agreement is ripe for exploitation by a greedy, high-conflict ex-spouse. How so? Well, most child support orders include within them calculations for the costs of appropriate childcare.

This is normal and it is

reasonable. The typical child support order will allocate the costs in proportion to each parent's income and the portion for which the payor of child support is responsible will become part of the monthly child support obligation. Childcare is expensive!

Our own personal experience saw this issue exploited for financial gain several times by "Jane." Absent a provision that specified the requirements for childcare, "Jane" would enroll the children in childcare and the costs would be allocated to each parent accordingly and become part of the child support order. However, subsequent to the child support order being entered, "Jane" would remove the children from the agreed-upon childcare facility and have a friend, a family member, or other person babysit the children and claim to be paying as much as we were paying for the daycare center. Of course, this would prove to be false and she was pocketing the

money, but without specifics within the custody order/agreement, aside from arguing about it, there was nothing I could do, except go back to court (which eventually happened).

How does the high conflict ex stand to gain financially by doing so? Let's offer you an example (using round figures for the sake of easy math):

Michael and Jane earn income. Of the total income, Michael makes 65% of the total. The monthly daycare costs for the children = \$2,000/month. Michael's responsibility is 65% of that figure - a total of \$1,300/month. Therefore, that figure becomes part of the child support number.

After the order is in place and you leave the courtroom, Jane removes the children from the agreed-upon daycare and has her neighbor watching the children for \$500/month. At 65%, Michael's responsibility for such a figure would only be \$325/month

The net-income gain for Jane is the \$1300/month that the order has allocated for Michael's portion of the daycare center costs less what she would pay for the neighbor: \$325/month. Jane pockets the difference: \$975/month.

Now, realistically, everyone knows that, despite Jane's claims to the contrary, she's not likely paying the neighbor \$2,000/month to watch the children. Michael, however, has no recourse as the custody agreement is not specific enough about the requirements for childcare for him to do anything about it. He has to go back to court again and probably subpoena the neighbor. Even then, there may not be a paper-trail that demonstrates payments to the neighbor to substantiate Jane's claims. Beyond that, you simply have to pray that the neighbor will tell the truth under oath. Not likely.

This is why it is absolutely imperative that you be quite specific in the custody agreement with regards to what will define "appropriate childcare." If not at the outset of your custody battle, at the next available opportunity for revision - even if it means filing for a modification to both the custody agreement and the child support agreement to accomplish this.

After I experienced just such a situation in 2 consecutive years, my custody order was revised to contain language similar to this:

Childcare: During the school year, the children are to be enrolled in aftercare associated with the school they attend preferably. If not, another licensed/certified daycare facility, nanny, babysitter - is permitted as agreed upon in writing by both parties. During the summer period, the children are to be enrolled in a licensed daycare facility, summer camp, or certified nanny as agreed upon in writing by both parties.

Both parties agree to provide documented evidence upon request of payments made and any outstanding balances. Cash payments are unacceptable without a verifiable receipt on company letterhead. Otherwise, payment must be made by check, credit card, or other method that allows for reasonable assurance of the actual costs associated for said care.

Even so, this clause will not necessarily prevent the high-conflict ex-spouse from trying to do the same thing. However, it is plenty specific enough to allow you reasonable recourse via a contempt-of-court motion for a willful violation of the court's order and appropriate sanctions.

Separately, if it's logistically possible and you're in a position to always or even occasionally do so, include a provision that gives you the "right of first refusal" when, during your ex-partner's custodial period, s/he is unable to care for the child for any number of reasons. Be sure to specify a reasonable length of time for the clause to kick-in so that you're not hearing from the ex every time they have to make a quick trip to the store or other short-duration activity.

Right of First Refusal: In the event that either parent cannot make themselves available to care for the children for a period of not less than 4-hours during their custodial time for reasons which may include, but are not limited to; work travel, family illness, school holiday without work holiday, family emergency – the other parent will have first right of refusal to care for the children prior to any other arrangements being made. If the other parent is unable to care for the children under such circumstances, the custodial parent may make other suitable

arrangements. Both the offer and acceptance/refusal must be made in writing.

Keep in mind that the "ROFR Clause" as it's commonly referred to, doesn't prelude you being contacted for periods of less than that 4-hour provision example. However, if you're practicing low-contact, you might want to have a specific time period to limit the number of times you're subjected to the high-conflict ex's phone calls or emails. Pick a minimum time period that you believe you are able to handle. Consider, carefully, all of the potential pitfalls of that period, and then write it in if you're okay with it!

This provision does not require you to care for the children during any potential time period. It's okay to say "no" if you are unwilling or unable to take the children. It just gives you the priority when those situations arise - maximizing your parenting time with the children!

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Extra Activities

We have found in most high-conflict custody situations - that this can be one of the most frustrating and most abused situations. We hear innumerable stories about high-conflict ex-partners who deliberately enroll

the child(ren) in any number of extracurricular activities, many of which take place during the "normal" parent's custodial periods. This can cause many problems for the targeted parent. We all want our children to be enrolled in extra-curricular activities that will enrich their lives and promote:

- Competitive spirit.
- Additional learning opportunities.
- Provide for teamwork and sportsmanship.
- Provide the children with fun and entertainment.
- Provide the children with exercise to promote good health and fitness.

In a post-divorce situation, in addition to having meaningful parenting time, we also want to provide for these opportunities for the children. However, financial and logistics will undoubtedly impinge on the number of opportunities our children may have. When forced into a situation that we cannot accommodate for any reason, we may suffer from guilt, among other emotions.

Fortunately, there is a way to close this oft-abused loophole in most custody agreements and that is restrict the opportunities for it to occur. Keep in mind that if you manage to get this clause put into your order/agreement, you're both bound by it. Further, it will likely require some contact with your high-conflict ex, but as always, the communication should be done in keeping with our low-contact principles.

Your extracurriculars clause may end up looking something like this:

Extracurricular Activities: *Each party may sign up the children for sports teams or other extracurricular activities that take place during that parent's custody time so long as that activity doesn't require the children or child to participate during the other parent's custody time absent the other parent's written agreement.*

Now, this clause isn't put in place so that you or the other parent use it to preclude the registration of the child in any "EC" activity, ever. It's designed to ensure that you're not forced to alter your parenting schedule regardless of financial or logistical issues and leave one parent the opportunity to "over-enroll" the child in EC's as a means to interfere with your parenting time, particularly if you're in a non-custodial position.

Further, and we've done this in our own situation, it doesn't preclude you from signing the child up for an EC absent the high-conflict parent's written agreement - it just means that there is no expectation or requirement that one parent or the other ensure participation during their parenting time. We understand that this seems to be to the detriment of the child. We believe that if that is the case, it's a sacrifice that needs to be made in order to prevent the abuse so often associated with the unilateral "over-enrollment" of the child in extracurricular activities.

It's also best to include clauses regarding who pays for activities, who is responsible for transportation, specify that each parent should receive a schedule of all activities as well as coach or teacher contact information, and possibly a limit on how many sports/classes each child should be allowed to participate in each season if there is serious risk of over scheduling by one parent.

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Education

Education is yet another hotly contested area of custody. It's especially true when the high-conflict ex wishes to cause the "normal" parent additional financial burden in an effort to force them into bankruptcy or otherwise keep them destitute.

It's not really all that surprising when I see divorced people suddenly having a desire to send their children to private school at considerable expense. The person typically desiring that type of education is usually the one who will bear the least expense, if any at all, in order to have that happen.

In the usual "CP/NCP" situation, the children will go to school in the school district where the custodial parent resides. It doesn't matter how good or bad the school is - that's what happens.

In shared-parenting situations, where the custodial time is exactly equal at 50-50, the default still *tends* to be that the children go to school in the district where the mother resides. Why? For the purposes of child support payments, one parent is "designated" as the primary residential parent. Since fathers overwhelmingly are payors of child support, the children will go to school in the mother's school district, regardless of the quality of the school system.

If you both live in the same school district - well, there is no issue.

When one parent wants to throw "private" school into the mix, a whole new bone of contention could rise to the surface. If your children have always been going to private school, oftentimes one's ability to pay post-divorce doesn't matter. The court will very likely order that the children continue going to the school that they've already been attending and you simply have to find a way to pay.

Some simple arguments against a parent trying to move children from public school into a private school are:

- You pay school taxes. It simply doesn't make fiscal sense to pay for both public and private school because;
- Moving them now will upset what they're familiar with, their friends, their activities, and they don't need any more upheaval in a life which has already been up-ended by the divorce.

If you live in close proximity of one another but are in separate school districts (again, in a 50-50 custody arrangement), you will need to do all the research that you can regarding the differences between the schools and make a compelling argument for them to go to school in your district.

The agreement should specify where the children will go to school, who will be responsible for transportation, require both parents be listed on the children's school records, including emergency lists, and require that both parents have access to all educational records. If your custody situation is seriously high conflict you may wish to include requirements for separate parent-teacher conferences and other issues if you believe there will be problems.

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Health Care

If you were to ask divorced parents about the health care provisions in their custody orders/agreements, you'll find a common theme regardless of the custodial arrangement.

One parent carries the children on their health insurance coverage (usually through their employment). Un-reimbursed medical expenses are the responsibility of the other parent

(or the non-covering parent) up to the first \$250. After the first \$250, the un-reimbursed medical expenses are typically split in proportion to each parent's income.

Would it surprise you to learn that in high-conflict situations, even a seemingly straight-forward clause such as this can cause strife?

The most common issue we've seen is what I like to call "check trading." The usual generic health care clauses don't provide for time periods for reimbursement or any details over how they should be handled. Therefore, the high-conflict ex expects reimbursement "on demand." And demand they do! It can be a personal accounting nightmare.

While we can discuss many different options for you on our forums, if you're preparing a parenting plan and want to allow for provisions regarding health care, there are two important things to be sure to include aside from which parent is doing the coverage and the threshold for reimbursement:

- Every expense must be accompanied by a receipt from the care-provider, hospital, pharmacists, specialist, etc. Otherwise, it's not subject to being reimbursed. No proof, no payment.
- Establish a time period for when the expenses shall be submitted and a deadline for reimbursement. In the interest of fairness, even with a high-conflict ex, we believe "end of the year" is an awfully long time to wait. Our initial recommendation would be for the owed-parent to turn in receipts by the end of each quarter. The paying parent is required to reimburse the expenses in accordance with the order/agreement by the end of the following month.

To be sure, there are plenty of unbelievable orders out there, including some I know who have had their NEW spouse/partner "ordered" to provide health care coverage for the targeted parent's biological children. So, as with any judge... anything is quite clearly possible.

In addition to health care expenses, you will want to address health care records and access to medical personnel, including doctors, therapists and specialists. Many high conflict spouses refuse to inform the other parent when medical care is started, and often doctor shop in order to insure the other parent can't find information or find a doctor that will diagnose what they want to hear. Creating a clause that gives both parents access to all records, 24 hour notification of medical appointments, and specifying who the child will see as their main doctor, dentist, ophthalmologist and therapist, may be in your best interest.

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Religion



One of the toughest topics to discuss - religion. Admittedly, we're not experts on all of the religions and religious situations that families may face in the post-divorce world.

In the overwhelming majority of cases that we're aware of, religion is not an issue because both

parents have the same faith, or chose a specific faith to raise their children when they were born. In situations like that, one can choose to "let sleeping dogs lie" and not have it addressed in your custody order. Or, you may choose to try and put in preventive measures that would preclude either parent from changing the children's religious affiliation absent a written agreement from the other.

The real problems begin to arise when marriages involve more than one faith. Cooperative parents may leave things status-quo, that's to say that they decided the children will be of one or both faiths within the marriage and they will continue to do so after a divorce. Uncooperative parents will leverage the difference between the parents' faiths as a means to litigate... again. This problem will also require a very careful and creative approach to holidays if you are and will remain with dual religions for the children.

You may find that some judges are unwilling to include clauses on religion if you are forced to go to court as freedom of religion is a founding principal of our country. It may be in your best interests to tread lightly on this topic unless you believe true harm could come to your children if the issue is not addressed.

We want you to be the one who is clearly making a good-faith effort to craft a plan that will limit conflict going forward and that can only serve to help you in the court setting.

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Discipline

It is unlikely that we're going to suggest that you put specific clauses into your parenting plan to address disciplinary issues (acceptable, unacceptable, specifics). You may be anti-corporal punishment and your ex-partner may be pro-corporal

punishment or vice versa. We can't know what the judge will be and would just as soon not take any chances. If the corporal punishment rises to the level of abuse, chances are that you're going to have to go through different channels to have it addressed, no matter how unfortunate that may be for the children who will suffer the most.

You may still opt for a simple clause that prohibits the use of corporal punishment. Just know that challenging a violation of such a clause in court will be difficult short of having the children testify against a parent, which we never recommend take place short of an abusive or otherwise dangerous situation for them.

Still, there are some pitfalls to avoid when it comes to discipline, that can be addressed outside of a clause in the custody agreement. These suggestions will help you avoid problems.

Don't fall into the customary "bad guy" trap! You'll see us sometimes refer to this as "The Phone Disciplinarian." Our recommendation is just... don't... do it! Your children will grow to resent you because the high-conflict ex doesn't want to be the "bad parent" who has to enforce rules and boundaries. They will come to learn that enforcement of rules is done by you and enforcement of fun is done by the high-conflict ex. It stands to reason that the children, particularly at the younger ages, will gravitate towards the fun household and the fun parent. "Disneyland Parents" isn't just a label given to non-custodial parents, despite that myth still existing today. Custodial parents can be the "Disneyland Household," too. I've

lived it with my ex.

We consider this to be a subtle form of parental alienation. By setting you up to always be the "bad guy" - that's what your children will learn that you are and it will affect your relationship negatively.

Don't be the "enforcer" of the other parent's punishment! There are, of course, exceptions to this rule. One exception would be "it depends on the seriousness of the infraction." The other exception is - if you just happen to agree that it is appropriate at the time. There may be more. We live with the understanding that what happens on one parent's time is dealt with by that parent and on their time. Don't become the jail-house for the high-conflict ex's punishments. Again, over time, what will be forgotten is that the other parent imposed the punishment, but the children will sure remember who enforced it!

Ignore the objections of the high-conflict ex-partner! S/he is not the disciplinarian in your home. Know that there will be many times where they catch wind of the situation and the consequences and will leave you lots of messages and texts objecting to your "nazi death camp" or "military boot camp" tactics. (Those are actual quotes from our own personal situation). Ignore them. Ignore them knowing that when the children are with that parent, they will denigrate you and undermine your rules and consequences. Still, you must stay the course while ignoring the blustering coming from the high-conflict ex-partner.

These rules apply to you, too! You should have absolutely no expectation that your ex-partner should enforce your discipline or punishments.

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Phone Contact

Again, many variables that are unique to each situation need to be considered when crafting a plan for implementation. The primary issues will be the age of the children and the availability of technology at either or both homes.

- How do I address phone contact?
- How do I address email contact?
- How do I address the cell phone issue?
- Can I use internet video conferencing?
- Where? When? How long?

Email contact doesn't require a lengthy discussion here. If your children have access to their own email account, chances are you are already communicating via email. Be warned, however, that the ex-partner very likely has access to the child's email account, much like you probably do. Communicate with your child via email with the understanding that the communication is unlikely to be entirely private. I urge the same high level of caution regarding my oft-repeated mantra: *"Anything you say or write can and will be used against you..."* Be sure that your communications are focused on the child, his/her activities, school work, interaction with friends, sports, etc.

Video-Conferencing is just starting to come into its own as an alternative "visitation" method. We're currently lukewarm on this development as it's simply no replacement for face-to-face personal interaction between a parent and their child. We believe that for long-distance custodial situations, it's a wonderful tool. We believe that for regular communications in a shared-custody situation or close-proximity situation, it's a wonderful tool. We just don't want to see this become a replacement for actual one-to-one (or more) hands-on parenting time.

As a communication method, we're fairly confident that this is a great means to preclude interference that is normally encountered with phone contact. Certainly, it won't stop a high-conflict, interfering ex from looming nearby out of sight of the camera, but a child's body language and actual words might tell you all you need to know.

Primarily - PHONE CONTACT is the means of communication. It's also the most abused, controlled, manipulated means of interfering in the parent-child relationship by the high-conflict ex.

Interestingly enough, in the early days of my own custody battle, I was stifled at every turn when it came to phone contact with my own children. My experiences included some that are likely familiar to all:

- Calls went unanswered.
- Calls went unreturned.
- Calls were interrupted or cut short.
- Communication was "held hostage" by "Jane" unless I sat and listened to her latest abusive and vulgar tirade.
- The children were always doing something "more fun than talking with dad" at the usual calling times, which I tried to do just before bed-time in order to minimize such chances for interference.

It was disheartening because I didn't do that. Even when Jane was doing all she could to interfere with or otherwise disrupt my phone calls to the children, I always gave the children the phone for discussion when she called and I had the children.

The natural thought was, well, since there is no provision specifying call times and frequency, I am going to craft one that does and try to get it implemented at the next opportunity to revise the agreement! The main issues for consideration would be: frequency, duration, and time of call.

Frequency could be 1x per week, 3x per week, every single day if you think it's appropriate.

Time could be any time, bed time, lunch time, snack time, whatever time

you think is appropriate.

Duration could be 5-minutes, 15-minutes, an hour, all-day if you think it's appropriate.

You may be wondering what the hell I'm talking about. It certainly doesn't seem like I'm thinking clearly here, does it? Bear with me...

I went for daily phone calls for the children, between 7PM and 8PM, with no specified duration, after all, who wants to force children to talk for longer or shorter than conversation just naturally will flow? The time period I chose was appropriate for them as 8PM was their bedtime and I would typically call just before them to "touch base" about how their day was and tell them that I loved them before verbally "tucking them in."

It was the only thing the judge declined during a wholesale revision of our custody order. Everything else I had requested was implemented. I was disappointed. However, over the last few years, it turned into a blessing in disguise.

What did I learn about specified duration? I've learned from several real-life, high-conflict situations that if an order/agreement specifies that a parent may speak with the child between 7PM and 8PM, a high-conflict parent will force you and the children, under threat of litigation, to be on that phone for that entire hour. And if the entire hour isn't used, they start demanding make-up phone time. If it says 5-minutes, the high-conflict will hang up the phone on you when 5-minutes has expired... and it really doesn't matter what the duration is, count on them watching the clock and ending the call when they've met the terms of the order.

What did I learn about specified frequency? I've learned from I've learned from several real-life, high-conflict situations that if an order/agreement specifies that a parent may speak with the child 5-days per week, Monday-thru-Friday between 7PM and 8PM - that you're in violation of the court order if you're NOT available for phone conversation on those days at that time. This goes for both parents. Can you imagine how much this would limit any number of activities? Vacations? What if you were in a movie that started at 6:45PM and ended at 9:00PM? With a high-conflict ex, a

failure to be at home for a phone call on those prescribed days at those prescribed times is a license to litigate when something comes up that precludes that from happening.

What did I learn about specified times? I've learned from several real-life, high-conflict situations that if an order/agreement specifies that a parent may speak with the child between 7PM and 8PM, regardless of frequency - any failure... ANY failure... to be available at that time will be a violation of the court order and license for the high-conflict ex-partner to litigate.

Our current order reads simply: *"Reasonable phone contact with the children shall be permitted by each parent for the other."*

Granted, this completely vague and totally open-ended clause would seem to be genuinely the worst-case scenario in a high-conflict situation. Despite my disappointment, I made a conscious decision to "give to Jane as good as Jane gave to me" on the phone calls issue.

- I answered the phone only as many times as Jane answered the phone, thereby deferring to Jane to determine what is "reasonable." If 0-calls during my week was reasonable from Jane, then 0-calls was reasonable for Jane during her week. If it was 1 time, that's what I gave back. If it was 5-times, that's what I gave back. If she called back after a missed call, I returned the favor. If she didn't, I didn't. *I allow Jane to determine what is reasonable without her ever knowing it!*
- If Jane hung up the phone after 5-minutes, 15-minutes, 30-minutes... I did the same for Jane, after all, Jane's actions demonstrated for me (and ultimately the court) what was reasonable on her terms.
- If Jane only answered the phone between 7PM and 8PM (my preference in both directions), that's when I answered my phone when she called, after all - Jane's actions determined for everyone what defined reasonable.

Within a month's time, Jane wised-up realizing that I gave as good as I got and as soon as I stopped taking the "proverbial high road" on the phone calls issue - the phone issue went away. Her need to speak to the children frequently during my parenting time was greater than her desire to

interfere with my phone calls during her parenting time. She knew that there was a direct consequence for what she was doing to me solely due to her maliciousness and viciousness.

Like Pavlov's dog, when she learned that her behaviors resulted in certain rewards (or sanctions), her behavior changed. Nowadays, my phone calls are usually answered and I limit my calls now to a maximum of 3-times per week, more often than not it's 2 calls of short duration (under 15-minutes TOTAL to speak to both children).

THE LESSON: Now, there is absolutely no guarantee that this would be the end-result in your case. However, YOU MUST REALIZE that unless you write a host of exceptions into the phone communication clause of the agreement - your decision to specify any or all of duration, frequency, and time - can wreak complete havoc on your ability to plan anything in your life. Your life shall only be planned around the specifics of the phone communication clause in your agreement with zero flexibility built-in.

Think very carefully how you want to proceed on this issue. Our recommendation on phone communication with the children: *vague is definitely better!*

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Relationships

The new girlfriend, boyfriend, spouse is sure to cause a firestorm of controversy for the high-conflict ex-partner.

There is no specific time period when it is suddenly "okay" for your children to meet the new love interest in your life. Some "experts" believe 6-months into the relationship is sufficient. Some stick by the tried-and-true 1-year into the relationship. Still, some others believe that you shouldn't even introduce the new romantic partner until after there is an engagement!

The bottom line is, focus on the children and their readiness.

Keep in mind, as hard as this may seem to do, your own maturity level. That is to say, think about how you are going to conduct yourself in the company of the children. This new person is not their mom, their dad, or even a "replacement" for the ex-partner for the children. Does your romantic partner even think it's a good idea? Are you prepared for the consequences of your actions?

After 6-months of our relationship, I chose to inform "Jane," despite a very high conflict divorce and custody situation, that I was no longer going "out of my way" to avoid the children meeting Lexi. Throughout our relationship we were extra-careful with making plans and arrangements to enjoy each other's company that virtually eliminated all risk of us encountering one another's children. We did it very well. In any event, I thought it was time to consider that it could happen despite the best of

planning and I didn't want Jane to find out by "surprise." She is their mother and she deserved to know, despite everything she had put us through.

The plan Lexi and I had stated at the outset of our relationship was 1-year minimum. We both felt strongly that way. Ultimately, it happened between 6-months and the 1-year mark due to an unexpected change in plans on Jane's part that would facilitate the meeting happening.

There is no easy way to handle it. There is no way to predict how the children will become acclimated to the situation. You could probably go on and predict that your high-conflict ex will have a complete meltdown at the prospects of this next step in your post-divorce era. You can probably predict it will result in litigation. I won't get into the wide variety of emotions a parent goes through under normal conditions for this page would get very long. The one protection you must offer your children is to avoid getting involved in a string of failed relationships, rebound or otherwise, which end up with the children being introduced to a never-ending string of partners. This will only serve to introduce a new level of upset to their lives that are already full of change, upset, fear, and anxiety.

The purpose of this section is discuss the legal ramifications, both "preventive" and "reactive" that may be considered or might otherwise result when a new romantic partner comes into the mix.

We wouldn't suggest going ahead and putting any clauses related to future relationships in your custody agreement. However, given the wide variety of potential religious convictions, moral concerns, and some other factors (including ones that aren't fair or legitimate) - one partner or both may want to have what is often referred to as "morals clauses" built-into the forthcoming or existing custody agreement. We believe that there is legitimacy to having certain clauses put into the agreement provided that they are centered around the protection and well-being of the children and not a result of wanting to interfere in the relationship of the ex-partner.

On the surface, some clauses seem to prevent certain things believed to be detrimental to the children happening. The most common clause is one that prohibits the parents from having any "overnight guests of the opposite

sex." What a clause like this fails to take into account:

- What if one parent decides to engage in a relationship with someone of the same sex?

Well, perhaps one wants a clause that prohibits anyone "...unrelated adult from being an overnight guest..."

- Well, what constitutes "overnight?" If the moral concern is sexual activity between two consenting adults, if an adult leaves at 4AM and returns to the home at 6AM, then they haven't stayed overnight, have they?

Well, perhaps they tighten that up by specifying that no unrelated adults are permitted in the home after 8PM on any given day?

- Well, any given day ends at 11:59PM and a new given day starts 1-minute later and the new romantic interest can show up at midnight or later and stay until 8PM.

Well, how about specifying between 8PM and 6AM the following day?

What is the purpose exactly of such clauses? What are we protecting the children from? Unmarried, co-habiting consenting adults who love each other? I mean, these same people can have sex wherever they want within the home, in any room they so choose, and do so between the hours of 6AM and 8PM given the last example we've posted.

The point is, these morals clauses are a complete pain-in-the-ass to have and even more cumbersome to enforce. But like many other situations, they're a fine target of the overly litigious, high-conflict ex-partner.

We don't think it's unreasonable for a mutual clause that would require a minimum of 30-days or 60-days notice before a new romantic partner be permitted to move-in with a parent and their children, provided the focus is on making the transition as smooth as possible for the kids. This would allow for that parent and the children to obtain some counseling to discuss the forthcoming changes to ease the transition. It would allow for the

concerned parent to obtain a background check on the person who will be spending such significant time and in regular, close proximity to the children.

These items are not unreasonable things to want to provide to an ex-partner and the other parent to your children, regardless of how unreasonable they are. The above paragraph reveals issues that pertain to the safety and well-being of the children. On the background check, you and your new romantic partner may want to just go ahead and be proactive and secure the background check on your own!

Obviously, this clause and other "morals clauses" would require significant discussion and planning no matter which party is trying to initiate them.

To close on a slightly humorous note (at least, that is our intent) - we laughed at the irony of a divorced parent trying to initiate "morals" clauses. Isn't it generally looked upon as "immoral" to divorce in most religious circles?

If done properly, this isn't about morals from our perspective. It's about exercising care and caution when about to embark on another life change that will impact the children.

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Moving

"Move-Aways" as they are often referred to, can have a devastating impact on the parent-child relationship, and putting clauses in place to preclude a sudden departure with the children by the high-conflict ex-partner is a wise decision.

Absent a clause in your custody order/agreement, the only way to prevent your child(ren) from being moved away from you is by

filing a petition with the court. Even if you do have a rock-solid clause, don't believe that you're going to avoid litigation and a judge making some other ruling that is based on the always moving target known as "the best interests of the child."

Regardless of what your state's guidelines may be regarding allowable distances or the specifics of your custody order, the court is often given the leeway to make the ultimate decision based on a minimum of the following general factors:

- Potential advantages of proposed move, economic or otherwise.
- Likelihood that move would substantially improve quality of life for custodial parent and children and is not result of whim on part of custodial parent.
- Integrity of motives of both custodial and noncustodial parent in either party seeking to prevent it.
- Availability of realistic substitute visitation arrangement which will adequately foster ongoing relationship between child and noncustodial parent.

Unfortunately, this is one of those situations where the prevailing anti-

father bias which clearly exists in family court puts them at a decided disadvantage.

Examples:

- There still is a belief that children "should not be" separated from their mothers, no matter the age. Fathers don't get such regard despite all of the scholarly studies which show the devastating effects on children who grow up without their fathers.
- If a father has re-married and there is an overall economic advantage for the family and children and no ulterior motives - see the first bullet point.
- If a father hasn't remarried and the same thing applies - see the first bullet point.
- If a mother has re-married and there is an overall economic advantage for the family and children and no ulterior motives - see the first bullet point and expect that the move-away request will be granted.
- If the mother hasn't remarried and the same thing applies - see the first bullet point and expect that the move-away request may be granted, but not as likely as if there is a new spouse in her life who brings in substantially more wealth to that household.

Yes, the financial impact of a new step-parent, especially a step-father can result in your children being moved away from the father.

In any case, no matter the gender, it is vitally important that you at least attempt to make a move-away difficult. No matter the conflict level of your partner, we do truly believe that children need both parents absent issues of parental fitness. Move-aways can have a negative effect on the parent-child relationship, which in our opinion should absolutely and unequivocally trump any financial benefit to anyone - including the children.

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Contempt Clauses

The few suggestions offered in this section are basic considerations for most of the normal experiences you may have when dealing with custody and a high-conflict ex-partner. Depending upon your specific circumstances, other recommendations may be more suitable and appropriate for violations of any provision of the court order.

Most of us are already all-too-aware of the reality that no written custody order or agreement is guaranteed to be followed by the high-conflict ex-partner, particularly if you're dealing with one of the 4 "Cluster B" personality disorders: Histrionic, Narcissistic, Borderline, or Anti-Social.

The purpose of this section is to attempt to offer a written deterrent to unacceptable behaviors. In this case, the unacceptable behaviors are any willful violation of the court order/agreement regarding custody.

Our belief is that if a person is aware of actual sanctions that "will be imposed" if they follow through with whatever it is that they intend (that violates the order), they may think twice knowing in advance what the punishment is likely to be. Absent a specified punishment, they operate with the belief that there is none. And often, they're correct! Even when there should be, the courts simply don't follow-through with sanctions for perjury, making unsworn falsifications to authorities, frivolous litigation, etc.

There is a chance that you can have an agreement with pre-defined sanctions, ones which don't limit the court's ability to impose additional punishment. We believe it can help to deter negative behaviors. Take a

good long look at your current custody agreement and find out what kind of common violations could take place (or have already taken place). Create your own list while working with us. Explore potential sanctions and work to have them put into your agreement at some future opportunity.

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