

SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

In re the Parentage of:

MICHELLE CONLEY,

Petitioner,  
and

CHRISTOPHER RUGH,

Respondent.

NO. 16-3-01656-5 SEA

Parenting Plan  
(PPP)

Clerk's action required: **1**.

## Parenting Plan

- 1.** This parenting plan is a: **Proposal** by Chris Rugh. It is not a signed court order. (PPP)
- 2. Children** – This parenting plan is for the following children: Adele Rugh, age 2.
- 3. Reasons for putting limitations on a parent** (under RCW 26.09.191)
  - a. Abandonment, neglect, child abuse, domestic violence, assault, or sex offense.** *(If a parent has any of these problems, the court **must** limit that parent's contact with the children and right to make decisions for the children.)*  
Neither parent has any of these problems.
  - b. Other problems** that may harm the children's best interests. *(If a parent has any of these problems, the court **may** limit that parent's contact with the children and right to make decisions for the children.)*  
Neither parent has any of these problems.

#### 4. Limitations on a parent

Does not apply. There are no reasons for limitations checked in **3.a. or 3.b.** above.

#### 5. Decision-making

When the children are with you, you are responsible for them. You can make day-to-day decisions for the children when they are with you, including decisions about safety and emergency health care. Major decisions must be made as follows.

##### a. Who can make major decisions about the children?

Type of Major Decision	Shared (only the parent named below has authority to make these decisions)
School / Educational	<input checked="" type="checkbox"/> See Below*
Extracurricular Activities:	<input checked="" type="checkbox"/> Each Parent may on own unless it encompasses both parents time then Father will get Even years and Mother will get odd years to make final decision. The child's preferences will be prioritized in final choice. If the parents do not agree the decision is final unless the child is faced with mental or physical harm as a result of participation.
Dental Care, Orthodontic, non-emergency dental care and, Eye Care	<input checked="" type="checkbox"/> Mother's responsibility to choose, attend, and pay for including insurance.
General Medical Check-ups, non-emergency health and wellbeing care, and Primary Physician:	<input checked="" type="checkbox"/> Fathers responsibility to choose, attend, and pay for including insurance.
Religious Upbringing:	<input checked="" type="checkbox"/> Each Parent on own including cost.
Child Care during Residential Time.:	<input checked="" type="checkbox"/> Each Parent shall select and pay for their own during their own time.
Tattoos and Piercings:	<input checked="" type="checkbox"/> Piercings, Each Parent on own including costs for Piercings and neither parent may authorize Tattoos without written permission from the other parent. If the parents do not agree the decision is final.
Purchase/ Gift of car/ Drivers License/Insurance:	<input checked="" type="checkbox"/> Each Parent may make the decision and be responsible for 100% of the costs on his/her choice. If the parents do not agree the decision is final.
Cell Phone Use/Social Media:	<input checked="" type="checkbox"/> Each Parent may make the decision and be responsible for 100% of the costs and or use on his/her

	choice/time. With the exception of the child's communications with the other parent. (see below)
Military Service:	<input checked="" type="checkbox"/> Neither parent may authorize without written permission from the other. If the parents do not agree the decision is final.
Marriage before 18:	<input checked="" type="checkbox"/> Neither parent may authorize without written permission from the other. If the parents do not agree the decision is final.
Trips When Unaccompanied by Father or Mother:	<input checked="" type="checkbox"/> Each Parent on own unless it encompasses both parents time then both parents need to approve in writing.
Summer Camps:	<input checked="" type="checkbox"/> Each Parent on own unless it encompasses both parents time then both parents need to approve in writing.

**\*Educational Decisions-** Both parents have full authority to;

- i. Provide parental consent for daycare, school, or school related activities that occur during his/her time.
- ii. Hire or fire any tutors, coaches, or outside help in the educational process so long as the person is employed during that parent's time with the child.
- iii. Enroll the child in driver education, purchase a vehicle and insure the child at that parent's own expense.
- iv. If an issue arises at school, the then residential parent gets priority in decision making. If the residential parent cannot be reached the other parent may make a decision.
- v. This proposal allows both parents to make decisions on their own time without the input of the other parent with few exceptions. This is in alignment with the parental responsibilities set forth in RCW 26.09.002 and satisfies the requirements of RCW 26.16.125 and RCW 26.09.187(3)(b).
- vi. The parents have yet to select a primary school (K-12) which they will do as a joint decision by February 15, 2018 or sooner if required by the district, or enrollment deadline. If the parents fail to select a school, the child will attend School in Greenwood with the father until 6th grade at the father's full expense and responsibility. The mother may choose where the child attends schools from grade 7-12 so long as it is within 15 miles of the child's current school at her full expense and responsibility. Where the child attends schools shall not affect either parent's rights or responsibilities in this order.

**Emergency/Critical Health Care-** Each Parent shall be empowered to obtain emergency health care for the child without the consent of the other parent. Emergency health care is defined as immediate and critical or life-threatening care necessary for the health or safety of the child that would require hospitalization or emergency room visits. Each parent is to notify

the other parent as soon as possible of an emergency involving the child. If either parent desires to see the child before, during, or after treatment for an unexpected critical issue, the current custodial parent must allow it.

**Immediate Health Care/ Health and Safety of the Child-** Each Parent shall be empowered to obtain immediate health care for the child without the consent of the other parent. Immediate health care is defined as immediate care necessary for the health or safety of the child requiring a scheduled or unscheduled doctor's visit such as sickness that would keep a child from school like broken bones, vomiting, and so on, this is non-life threatening but, immediate care. Each parent is to notify the other parent as soon as reasonably possible of a medical care issue involving the child. If either parent desires to see the child before, during, or after treatment for an unexpected illness the current custodial parent must make reasonable accommodations for the other parent to do so. Reasonable shall be defined as up to 7 hours per week with a maximum of 90 minutes per day without approval of the residential parent.

If the child is sick in a fashion that makes travel significantly detrimental to the child (throwing up, in extreme pain, etc.). The parents shall make reasonable accommodations to vary the residential and transportation schedule to accommodate the needs of the child.

**Dental/General/Routine Health Care-** Both parents will inform the other parent of the date and time of any appointments. It is the responsibility of the parent that took the child to the appointment to email a copy of the medical professional's report or summary of the visit within 48 hours or within 6 hours if time sensitive to the other parent.

- I. The father will select and pay for all costs concerning the primary and initial emergency care covered by insurance. The father will select a primary physician and will remain so until he changes it.
- II. The mother will select and pay for all costs concerning a primary dental and eyecare provider which will be the responsibility of the mother to pay for.
- III. Either parent at their own cost may provide the child with routine outpatient counseling, psychiatric, individual or group coaching, or other methodology for mental health care or coaching during that parent's residential time.
- IV. Inpatient services. Neither parent may commit the child to any inpatient services without the written permission of the other parent. Either parent may remove the child from any inpatient drug, counseling, or mental health inpatient facilities at any time for any reason.

**b. Reasons for limits on major decision-making, if any:**

There are no reasons to limit major decision-making.

**6. Dispute Resolution – If you and the other parent disagree...**

From time to time, the parents may have disagreements about shared decisions or about what parts of this parenting plan mean.

- a. To solve disagreements about this parenting plan, the parents will go to:

- Court (without having to go to mediation, arbitration, or counseling).
- There are no shared decisions other than school and/or medical decisions.  
From time to time as defined by this document the "other parent" may deny a child's activity.

## **7. Custodian**

The child named in this parenting plan are scheduled to reside equal time with both Petitioner Michelle Conley and Respondent Chris Rugh. Both parents are designated custodians of the child in the spirit of the plan and in accordance with Washington State law. Solely for purposes of all the other state and federal statutes, which requires designation or determination of custody based upon the majority residential schedule, the Petitioner Michelle Conley in the even years, and Respondent Chris Rugh in the odd the years, designated as custodian. This designation shall not affect either parent's rights and responsibilities under this plan.

There is no "primary parent" defined. This is a joint-custodial and residential plan by all applicable definitions of law in accordance with RCW 26.16.125. Should this statute change it will not constitute a substantial change of circumstance on its own.

## ***Parenting Time Schedule (Residential Provisions)***

***Complete the parenting time schedule in sections 8 - 11.***

### **8. School Schedule**

#### **a. Children under School-Age**

Staying in alignment with current weekend scheduling for consistency, Adele shall reside equally with each parent. She shall reside with her father as follows:

Week 1: Wednesday at 10:00 a.m. to Friday at 10:00 a.m.

Week 2: Wednesday at 10:00 a.m. to Monday at 10:00 a.m.

**b. School-Age Children**

**Option 1**

After considering the evidence and the applicable legal standards, the court finds that it would be in the child's best interests for the mother to return to Seattle before Adele begins Kindergarten and for the parties to continue to share residential time 50-50. Therefore, the court will implement immediately a 50-50 schedule residential schedule using Judge Chun's December 22, 2017 residential schedule adjusted so that in alternating weeks Adele's weekend with her father will end Monday at 10:00 a.m. (instead of Sunday at 7:00 p.m.). If the mother relocates back to Seattle before Adele begins kindergarten, Adele shall continue to reside with each parent in a 50-50 schedule which upon enrollment in kindergarten will change to a week-on/week-off with the exchange accomplished by drop off and pick up at school on Mondays. If the mother does not relocate back to Seattle prior to enrollment in kindergarten, then the father will become the primary residential parent and the mother shall have access to the child every other weekend from Thursday from dismissal from school until return to school Monday and in the alternating week from Wednesday after school to return to school Friday.

**Option 2**

After considering the evidence and the provisions of RCW 26.16.125, RCW 26.09.184 and RCW 26.09.187, the court finds that it is in Adele's best interests to reside with each parent in a 50/50 residential schedule. The court will implement immediately a 50-50 schedule residential schedule using Judge Chun's December 22, 2017 residential schedule adjusted so that in alternating weeks Adele's weekend with her father will end Monday at 10:00 a.m. (instead of Sunday at 7:00 p.m.). If before June 1 of the year Adele begins kindergarten the father establishes a residence in the Edmonds/Shoreline area, then Adele shall attend school in Edmonds or Shoreline school district and shall continue to reside with each parent in a 50/50 schedule which upon enrollment in kindergarten shall change to a week-on/week-off with the exchange accomplished by drop off and pick up at school on Mondays. If the father does not relocate to Edmonds/Shoreline by the start of School 2020, the mother will upon enrollment in kindergarten become the primary residential parent and Adele shall be with her father every other weekend from Thursday from dismissal from school until return to school Monday and in the alternating weeks from Wednesday after school to return to school Friday.

**Option 3**

After considering the evidence and the provisions of RCW 26.16.125, RCW 26.09.184 and RCW 26.09.187, the court finds that it is in Adele's best interests to reside with each parent in a 50/50 residential schedule. The court will implement immediately a 50-50 schedule residential schedule using Judge Chun's December 22, 2017 residential schedule adjusted so that in alternating weeks Adele's weekend with her father will end Monday at 10:00 a.m. (instead of Sunday at 7:00 p.m.). Unless the parents agree otherwise in writing, Adele shall attend school in Everett. If prior to enrollment

in kindergarten the father establishes a residence within \_\_\_ miles of the mother's Everett home, then Adele shall continue to reside with each parent in a 50/50 schedule which upon enrollment in kindergarten shall change to a week-on/week-off with the exchange accomplished by drop off and pick up at school on Mondays. If the father does not establish a home within \_\_\_ miles of the mother's home, then upon enrollment in kindergarten the mother will become the primary residential parent and the father shall have access to the child every other weekend from Thursday from dismissal from school until return to school Monday and in the alternating week from Wednesday after school to return to school Friday.

**9. Summer Schedule**

Summer begins and ends according to the school calendar.

The Summer Schedule is the **same** as the School Schedule **except** that each parent may exercise at his/her discretion up to 14 days of consecutive or nonconsecutive vacation time with the children each summer.

When the child reaches age 5 years of age (May 27, 2020) either parent may exercise up to 21 days of consecutive or nonconsecutive vacation time with the child. The parents shall confirm their vacation schedules in writing by the end of April 1<sup>st</sup> each year.

At 8 years of age (May 27, 2023) the Father will get the entire month of July and the Mother will get the entire month of August.

**10. Holiday Schedule (includes school breaks)**

- If the parents live more than 3 miles from each other and the holiday schedule leave is less than an 18 hour the child will stay over with the holiday parent instead of having to travel long distances for a short visit.
- This is the Holiday Schedule for all children
- Holiday schedules start immediately including school related breaks previous to child actually attending school

Holiday	Children with: <i>Michelle</i>	Children with: <i>Chris</i>
<b>Martin Luther King Jr. Day</b>	<input checked="" type="checkbox"/> With the parent who has the child for the attached weekend.	
<b>Presidents' Day</b>	<input checked="" type="checkbox"/> With the parent who has the child for the attached weekend.	
<b>New Holidays</b>	<input checked="" type="checkbox"/> In the event that the local school district should decided to recognize a new federal holiday, Father shall get those days on even years and Mother on odd years as covered by the pertinent school district calendar.	
<b>Mid-winter Break</b>	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Defined by Seattle Schools Holiday calendar. Dismissal from school or 12	Even Years <input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Every Yr. BBegin day/time: Defined by Seattle Schools Holiday calendar. Dismissal from school or 12

	noon if no school. EEnd day/time: Defined by Seattle Schools Holiday calendar. Return to school or 12 noon after weekend if no school.	noon if no school. EEnd day/time: Defined by Seattle Schools Holiday calendar. Return to school or 12 noon after weekend if no school.
	<input checked="" type="checkbox"/> The parent who has the break shall receive the entire days of the break.	
<b>Spring Break</b>	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Defined by Seattle Schools Holiday calendar. Dismissal from school or 12 noon if no school.	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Defined by Seattle Schools Holiday calendar. Dismissal from school or 12 noon if no school.
	EEnd day/time: Defined by Seattle Schools Holiday calendar. Return to school or 12 noon after weekend if no school.	EEnd day/time: Defined by Seattle Schools Holiday calendar. Return to school or 12 noon after weekend if no school.
	<input checked="" type="checkbox"/> The parent who has the break shall receive the entire days of the break.	
<b>Mother's Day</b>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input checked="" type="checkbox"/> Every Yr. BBegin day/time: Friday dismissal from school or 12 noon if no school	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time:
	EEnd day/time: Tuesday return to school or 10 am if no school	EEnd day/time: _____
<b>Memorial Day</b>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time:	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input checked="" type="checkbox"/> Every Yr. BBegin day/time: Previous Friday dismissal from school or 12 noon if no school
	EEnd day/time:	EEnd day/time: Wednesday return to school or 10 am if no school
<b>Father's Day</b>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time:	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input checked="" type="checkbox"/> Every Yr. BBegin day/time: Dismissal from school or 10am if no school
	EEnd day/time:	EEnd day/time: Return to school Monday or 10 am if no school
	<input type="checkbox"/> Other plan: _____	
<b>Fourth of July</b>	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time:	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time:
		_____

	EEnd day/time: _____	EEnd day/time: _____
	<input checked="" type="checkbox"/> Other plan: Parents whose year it is will have Adele for the holiday weekend. If the holiday falls on Monday or Tuesday the Holiday will start at 10 am on Friday previous to July 4th. If July 4th is on Thursday or Friday the Holiday will start at 10am on July 3rd until the following Monday at 10am. If there is school over these times, pick up and drop off will be to and from school determinate on class schedules.	
	Upon the child turning 8 years old (March 27, 2023), Father will get all 4 <sup>th</sup> of July holidays.	
<b>Labor Day</b>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input checked="" type="checkbox"/> Every Yr. BBegin day/time: Previous Friday dismissal from school or 12 noon if no school EEnd day/time: Tuesday return to school or 10 am if no school	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: _____ EEnd day/time: _____
	<input checked="" type="checkbox"/> Other plan: Upon the child turning 8 years old (March 27, 2023), Mother will get an additional day added to the Labor Day holiday.	
<b>Thanksgiving Day / Break</b>	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: From dismissal from school EEnd day/time: Return to school	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: From dismissal from school EEnd day/time: Return to school
	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Dismissal from school EEnd day/time: Return to school	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Dismissal from school EEnd day/time: Return to school
<b>Winter Break Christmas Eve Christmas Day New Year's Eve / New Year's Day</b>	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Dismissal from school EEnd day/time: Return to school	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Dismissal from school EEnd day/time: Return to school
<b>All three-day weekends not listed elsewhere</b>	<i>(Federal holidays, school in-service days, etc.)</i> <input checked="" type="checkbox"/> The children shall spend any unspecified holiday or non-school day with the parent who has them for the attached weekend.	
<b>Other occasion important to the family: Easter</b>	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Attached to Spring Break EEnd day/time: Return to school or Monday at 2:00 p.m. if no school	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. BBegin day/time: Attached to Spring Break EEnd day/time: Return to school or Monday at 2:00 p.m. if no school
	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
<b>Other</b>	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.

<b>occasion important to the family: Halloween</b>	BBegin day/time: Oct. 30th at Dismissal from school or 2pm if no school EEnd day/time: Nov 1st Return to school or 10 am if no school	BBegin day/time: Oct. 30th at Dismissal from school or 2pm if no school EEnd day/time: Nov 1st Return to school or 10 am if no school
<b>Other occasion important to the family: Valentine's Day</b>	The non-residential parent can take the child for up to 3.5 hours. This is to commence effective the child's 5 <sup>th</sup> birthday or May 27, 2020.	
<b>Bereavement/ Weddings</b>	Upon the death or marriage of blood relatives; Grandparents, Aunts, Uncles, Cousins Adele may have up to 5 days of with the related parent for services and celebrations with extended family.	

### 11. Conflicts in Scheduling

The Holiday Schedule must be observed over all other schedules. If there are conflicts within the Holiday Schedule:

1. Weddings or Bereavement
2. Named holidays/Special Occasion
3. Vacation with Parents
4. Winter Vacation
5. School Breaks
6. Summer schedule

### 12. Transportation Arrangements

The children will be exchanged for parenting time (picked up and dropped off) at:

- each parent's home, at front door until child is in Kindergarten
- school or day care when in session

Who is responsible for arranging all transportation? The Mother must arrange to have the child dropped off and picked up.

1. The parent delivering the child shall be responsible for transportation of the child to school, home, activities.
2. The parties are encouraged to employ 3rd parties for transport to minimize contact.
3. Transportation is always at the delivering parents expense or cost.

4. If either parent makes arrangements for delivery or pick-up of the child notice shall be given to the other parent at the earliest possibility of the persons full name, relation to the child (friend, family member) and contact information for the person (address, phone number). All persons permitted to drive with the child shall have a valid driver license, insurance and no felony criminal record, and the parent hiring the driver shall be required to provide verification upon request.

### **13. Moving with the Children (Relocation)**

Does not apply. This plan is a joint custody plan and not subject to the Washington State Relocation Act. Stability is important to the development of a child as is consistent contact with both parents. If either parent causes by means of court action or agreement to leave Washington it is that parents responsibility to pay for any reasonable moving expenses and transportation costs associated with the decision should the other parent also choose to relocate.

### **14. Other Provisions**

- a. **Participation in Child's events** - Both parents may attend those events provided they maintain cordial behavior toward one another. The parent with custodial care of the child during the time in which the activity takes place shall have the responsibility to provide the child with transportation to and from that activity. That custodial parent shall also have the primary right of attendance in the event should any significant and unresolvable conflict arise. The child may greet and interact with the other parent. It is the responsibility of the non-custodial parent to encourage the child to return and spend time with the custodial parent as to not make it awkward for the child.
- b. **School and Childs Events**- Each Parent shall be responsible for keeping himself or herself advised of school, and social events in which the child participates. Both parents may participate in school activities for the child, such as open houses, conferences, athletic events, etc.
- c. **Records and Access**- Each parent shall have equal and independent authority to confer with schools, daycares, health, and any other program or personnel regarding the child's information, activity, or progress. Each parent shall have full and equal access to the education and health records of the child absent a court order to the contrary. Both parents will make sure that all school, health, and other relevant paperwork identifies both parents as having access to any and all school-related academic, athletic, social activities, classes, events, health or other records, child-care, library accounts, memberships, and anything else related to the child.
- d. **Caregivers**: Both parents shall provide the full name, address, phone number and date of birth of any person providing care for Adele. Neither parent shall allow any person with a felony criminal record to provide care for Adele

without the other parent's written permission. No caregiver shall consume drugs or alcohol while caring for Adele.

- e. **Drinking and Drugs-** Neither parent may drink alcohol and/or do take illegal recreational drugs as defined by Washington State while the child in his/her care.
- f. **Communication Access-** When the child is in residence with one parent, the other parent is allowed unmonitored (or assisted until age 5) telephone/video/Skype/WhatsApp or similar app access with the child at reasonable times and for a reasonable duration and the child is allowed to contact the non-residential parent in a similar fashion, meaning up to one communication per 24-hour period for a reasonable duration. They may have a morning communication before school or at bed-time to say good night. In the event that a child has cell phone that is limited for disciplinary reasons, the parent will provide the child the phone on a limited basis or an alternative to facilitate communication with his/her non-residential parent. No parent will be required to hold the phone for more than 3 minutes.
- g. **Travel-** Neither parent shall allow the child to travel outside Washington State without express email notice to the other parent. If either parent is traveling outside the United States, the traveling parent will provide a minimum of forty-five (45) days' notice and obtain written consent from the other parent prior to travel. The consent of the other parent will not be withheld, unless he or she believes that the travel is or is likely to be detrimental to the physical health or emotional wellbeing of the child. Both parents shall cooperate with the application for the child's passports and visas. The father will hold the passports for the minor child, and shall transfer it to the mother not less than 21 days prior to that parent traveling outside the United States with the child. Mother shall return the passport within 5 days of her return. On more than one occasion Mother has threatened to take the child to India, a country not a signatory to the Hague Convention on Child Abduction. Father will hold the passport as he has more ties to the fiscal and familial community here in Seattle.
- h. **Unauthorized Moves-** If either parent takes the child out of the state of Washington for more than 45 days without express written permission of the other parent, the court shall assign the other parent who has remained in Washington temporary primary parent status until such time as the child can be retrieved and the court may rule on the actions of the moving parent.
- i. **Child's Personal Items:** Both parents are expected to purchase clothing and supplies for the child as they see fit. The child's personal items are hers to move between households.
- j. **Financial Obligations:** Neither parent shall financially obligate the other parent regarding the child in any other way.

- k. **Step-Parenting Considerations:** If and when a new step-parent enters the child's lives, the step-parent will agree to all terms and conditions of the parenting plan in writing in order to reside in the same home as the Child. Step-parents have no rights to alter or change the parenting plan even in marriage or death of a parent. Parental rights are superior to step-parent rights in all matters including but, not limited to, educational and medical.
- l. **Participation in Religious Activities:** Each parent shall be entitled to have the child participate with them in their religious activities on their time. Neither parent shall attempt to stop the child from practicing the other parent's religious activities. The child will decide on her own at 18 which values she will adopt.

**15. Proposal**

- This is a **proposed** (requested) parenting plan. *(The parent/s requesting this plan must read and sign below.)*

I declare under penalty of perjury under the laws of the state of Washington that this plan was proposed in good faith and that the information in section **3** above is true.

<p>_____ Parent requesting plan signs here</p>	<p>_____ Signed at (city and state)</p>
<p>_____ Other parent requesting plan (if agreed) signs here</p>	<p>_____ Signed at (city and state)</p>

**16. Court Order**

- Does not apply. This is a proposal.

**Conclusions of Law** – This *Parenting Plan* is in the best interest of the children.

- Other: We ask the court to review RCW. 26.16.125 “the rights and responsibilities of the parents in the absence of misconduct shall be equal, and one parent shall be as fully entitled to the custody . . . of the children as the other parent . . . [Emphases added.] “

Under the 1987 Parenting Act, the “relationship between the child and each parent should be fostered unless inconsistent with the child’s best interests.” RCW 26.09.002. The “best interest of the child is ordinarily served when the existing pattern of interaction between a parent and child is altered only to the extent necessitated by the changed relationship of the parents or as required to protect the child from physical, mental, or emotional harm.” *Id.*

Only potential harm to the child, or a necessity due to the changed relationship (i.e., not mere preference or convenience) will permit a deviation from equal parenting under § .125 or the Act. Absent these, the court “shall make residential provisions for each child which encourage each parent to maintain a loving, stable, and

nurturing relationship with the child.” RCW 26.09.187(3)(a) (emphasis added).

These statutes are of course consistent with the fundamental premise that, even in disputes between parents, each parent has “a fundamental liberty interest in the care, custody and management of their children.” *Underwood v. Underwood*, 181 Wn. App. 608, 612, ¶ 9, 326 P.3d 793 (2014). Anything less would violate fundamental rights.

The only legally appropriate “residential provision” is a least restrictive solution for fit parents and their children is equal parenting as defined by the statute. In this case, absent a basis for limitation of either parent or the child, the court must place the child equally with her parents.

Should the court choose any option other a least restrictive option and equal parenting we ask the court to define in writing the harms faced by Adele Rugh and the reasons for a deviation from the law.

**Order** – The parties must follow this *Parenting Plan*.

*Date*

*Judge or Commissioner signs here*

This order is presented by me:

This order may be signed by the court without notice to me:

Ted D. Billbe, WSBA No. 23021  
Attorney for Respondent