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Seventh Judicial District, Madison County
Kim Muir, Clerk of the Court
By: Deputy Clerk -Christiansen, Angeline

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DISTRICT COURT SEVENTH JUDICIAL DISTRICT MADISON COUNTY IDAHO

WENDY ARWEN SEBRIGHT, Petitioner, vs. ALBERT NELSON SEBRIGHT, JR, Respondent.	Case No.: CV-2017-34 JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

1. **UCCJEA JURISDICTION:** This court has continuing subject matter jurisdiction to determine custody in accordance with the Parental Kidnapping Protection Act (PKPA), 28 U.S.C. §§ 1738A(c)(2)(a), *et seq.*, and the Uniform Child Custody Jurisdiction Act (UCCJEA), Idaho Code§§ 32-11-101, *et seq.* Idaho shall be the children's "home state" within the meaning of UCCJEA, Idaho Code§ 32-11-201, and PKPA, 28 U.S.C. § 1738A(b)(4). In addition, Idaho shall retain exclusive continuing modification jurisdiction over custody so long as (a) this State remains the residence of one of the parties and (b) the child and one of the parties have a significant connection with this State and there is available in the State substantial evidence concerning the children.

2. **LEGAL CUSTODY:** The parties are jointly awarded the minor children's legal custody. The parties shall mutually share in the important decisions affecting the health, education, safety and general welfare of their children.

PHYSICAL CUSTODY: The parties are awarded joint physical custody of the minor children with Wendy having primary physical custody during the school year, and Albert having visitation as set forth herein. The parties shall share physical custody during the summer break. The parties may agree to whatever visitation schedule and travel schedule they desire. If the parties cannot agree, then during the school year the parties will follow the following schedule and this parenting plan shall fully replace the prior agreement-specifically paragraph 5A of the parenting plan and all of terms of the previous agreement are placed buy this agreement. However, each party shall inform the non-custodial party of their address and the children's general whereabouts during their visitation time periods.

a. Albert shall exercise visitation every other weekend from Friday to Sunday. The first weekend shall be exercised in Idaho and the successive weekend shall be exercised in Utah. The schedule will rotate accordingly, every other week.

b. Idaho visits shall take place from Friday at 6:00 p.m. to Sunday at 6:00 p.m. Utah visits shall take place from Friday at 4:00 p.m. to Sunday at 4:00 p.m.

c. Unless otherwise agreed between the parties in writing, the parties shall share transportation on the Utah visits and Albert will provide all transportation for the Idaho visits. At the start of Utah visitation periods, Albert shall pick the children up from Wendy's home in Rexburg, Idaho at 4:00 p.m. Wendy shall pick the children up from Albert's home in Utah at the end of visitation on Sunday at 4:00 p.m. At the current time the parties agree to meet at Malad, which is the half-way point.

d. For the Idaho visitation, Albert's shall pick the children up from Wendy at her Rexburg, Idaho home at 6:00 p.m. on Friday and drop them off at 6:00 p.m. on Sunday.

e. If the school calendar provides for the opportunity for a longer weekend (i.e. parent teacher conference, teacher training, etc.) with a school dismissal falling on Albert's visitation weekend, then Albert shall be allowed to exercise the longer weekend.

f. During the summer the parties shall exercise custody on a two-weeks alternating schedule with Albert having the first two weeks in the odd numbered years and Wendy having the first two weeks in the even numbered years. It is anticipated that the parties will be able to accommodate each other's vacation plans by the exchange of weeks during the summer.

g. The parties shall meet at Malad, Idaho, for the summer custody exchanges at 4:00 p.m. on Sunday.

h. If Albert is unable to exercise one or more of his visitation periods, due to his work schedule, Albert and Wendy shall work together reasonably in good faith to arrange their schedules to make that weekend up on a different weekend. If the parties are unable to agree and cannot arrange a make-up visitation, then Albert shall miss that visitation period.

Holiday visitation shall be as follows:

HOLIDAY[1]	**All even-numbered years**	**All odd-numbered years**
Easter weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m. If the spring and Easter breaks overlap, then the Spring break schedule shall override the Easter holiday.	Mother	Father
Spring Break from the day school lets out for Spring Break at 6:00 p.m. Thursday until Monday at 7:00 p.m.	Father	Mother
Mother's Day weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.	Mother	Mother
Memorial Day weekend from Friday at 6:00 p.m. to Monday at 6:00 p.m.	Mother	Father
Father's Day weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.	Father	Father
Labor Day weekend from Friday at 6:00 p.m. to Monday at 6:00 p.m.	Father	Mother
Harvest break from when school is released to 7:00 p.m. on the day before school commences.	Mother	Father
Thanksgiving Break from the day school is out for Thanksgiving Break at 6:00 p.m. until the day before school is back in session at 6:00 p.m.	Father	Mother
Christmas Break - 1st half - from the day school lets out for Christmas Break at 7:00 p.m. to December 26th at 7:00 p.m.	Mother	Father
Christmas Break - 2nd half - from December 26th at 7:00 p.m. until the day before school is back in session at 7:00 p.m.	Father	Mother

4. <u>CONSULTATION REGARDING CHILDREN</u>:

a. Wendy and Albert shall consult together frequently by text or written correspondence, if personal conference is impractical, in an effort to mutually agree

in regard to the welfare, education and development of the minor child to the end that, so far as possible, they may adopt a mutually harmonious policy with regard to the child's upbringing.

b. Each party shall keep the other party advised as to any serious illness or other major development with respect to the children.

c. Each party shall keep the other party currently advised of the other's residence and business addresses, personal and business telephone numbers, and whereabouts on vacations with the children.

d. The parties shall keep the children out of the middle of their relationship and any conflict, and agree not to: 1) ask them about the other parent; 2) ask them to give messages to the other parent; or 3) criticize the other parent in the presence of the children.

e. There will be no calls during the weekends. Each week the party not exercising custody/visitation will be entitled to a call at 6:00 pm. on Monday, Wednesday, Thursday, and Friday. The parties are not to listen in to the conversations after setting up the call.

5. **CHILD SUPPORT**: Albert will pay child support pursuant to the child support guidelines in the amount of **$853.23** per month beginning January 1, 2021 and the first of each month thereafter for each and every calendar month until said child reaches the age of majority, marries or otherwise becomes emancipated. If, however, said minor child is still attending high school upon his/her 18th birthday, such child support shall continue until such child graduates from high school or reaches his/her 19th birthday, whichever occurs first. Child support is based on the actual and/or potential income/salary of the parties. This amount takes into account and

includes any extra-curricular activities, school expenses, or costs outside of the monthly child support amount set forth herein.

a. Child support payments should be paid to the following address:

Child Support Receipting
P. O. Box 70008
Boise, ID 83707-0108

This Order is enforceable by immediate income withholding as of the date of this order under Chapter 12, Title 32, Idaho Code. This immediate income withholding order shall be issued to the employer or other person who pays Defendant income, without prior notice to Defendant.

b. Notice of Enforcement. Albert is hereby notified that in addition to the remedies set forth in Idaho Code § 7-1203 and in accordance with Idaho Code § 7-1206, and 45-1901 *et seq.*, the support order shall be enforced by filing of a statewide lien upon all real and personal property if the child support owed is delinquent equal to or greater than two thousand and no/100ths dollars ($2,000.00) or ninety (90) days, as well as offset of federal and state income tax refunds until any amount owing is paid in full, pursuant to Idaho Code § 7-1203. That pursuant to Idaho Code § 32-1212 and U.S.C.A. § 42-666(c)(2)(A)(i), the parties will notify Child Support Services of any change of address, telephone number, or employment within thirty (30) days of said change.

6. <u>MEDICAL SUPPORT ORDER, INSURANCE, AND EXPENSES</u>:

A "Medical Support Notice" should be included in any order. The "Medical Support Notice" should be read as follows:

Failure to provide medical insurance coverage may result in the direct enforcement of a medical support order by either the obligee or the Department of Health and Welfare. A national medical support notice will be sent to your employer, requiring your employer to enroll the child in a health benefit plan as provided by Sections § 32-1214A through § 32-1214J, Idaho Code and application rules of the Department.

a. **General Medicals.** Whoever can obtain insurance for the minor children either through his/her employment or through the health care exchange, or a health share ministry, at a reasonable cost shall provide health insurance for the minor children. At this time the child is covered by insurance through Albert's employer. The parties shall share pro-rata, the cost of any health care expenses for the child not covered or paid in full by insurance, including but not limited to orthodontic, pharmaceutical, optical and dental expenses, including cosmetic procedures. At the present time, Albert shall pay 74% and Wendy shall pay 26% of such expenses.

The parties shall provide each other with the necessary forms to enable the other to submit the claims for the child's medical expenses to the insurer. The parties shall instruct their insurer to make all payments payable to the health care provider directly. Each party shall promptly provide the other party with a bill showing the uninsured medical expenses and each party shall pay his or her portion of such expenses in a timely manner. "Timely manner" shall be defined as a period of time within thirty (30) days of receipt of the bill in order to avoid incurring finance charges.

Any claimed health care expense for the minor child, whether or not covered by insurance, which would result in an out-of-pocket expense of $500.00 or more to the parent who did not incur or consent to the expense, must be approved in advance, in writing, by both parties or by prior court order. Relief may be granted by the court for failure to comply under extraordinary circumstances, and the court may in its discretion apportion the incurred expense in some percentage other than that in the existing support order, and in so doing, may consider whether consent was reasonably requested or withheld.

b. Medical Records. All medical, surgical, and dental records for the minor child will be available and accessible to each party.

c. Communication with Providers. Each party will permit and encourage communication by the other party with doctors, clinics, and other health care providers regarding the minor child's health and welfare.

d. Physicians. Each party shall retain the same physicians or other health care providers, if at all possible, to enable continuity in the child's health care.

e. Notification. Each party shall provide advance notification to the other of proposed or forthcoming non-emergency medical care and to inform each other of any medical emergencies as soon as is reasonably possible.

7. **DAYCARE EXPENSES:** All work-related daycare expenses shall be prorated between the parties in proportion to their Guidelines Income. Albert will pay 74% of all work-related daycare expenses and Wendy will shall pay 26% of all work-related daycare expenses.

8. **ATTORNEYS FEES:** Each party shall be responsible for paying their own attorney fees and costs associated with this action.

All previous orders of the court not specifically sought to be modified herein should remain in full force and effect.

Signed: 1/12/2021 04:57 PM

Dated:

Magistrate Judge

APPROVED AS TO FORM:

Blake M. Murray
Attorney for Petitioner

CERTIFICATE OF SERVICE

Signed: 1/13/2021 02:14 PM

I certify that on _____, I served a true and correct copy of the JUDGMENT on the following by the method of delivery designated below:

Dan C. Dümmar Beard St Clair Gaffney PA 520 First American Circle Rexburg, ID 83440 dan@beardstclair.com	☒ email
Blake M. Murray Murray Ziel & Johnston blake@murrayziel.com	☒ email
Child Support Receipting ChildSupport@dhw.idaho.gov	email

Kim H. Muir
Clerk

By: A. Christiansen
Deputy Clerk