

ORDjp

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:

KIMBERLY POPOVICH,

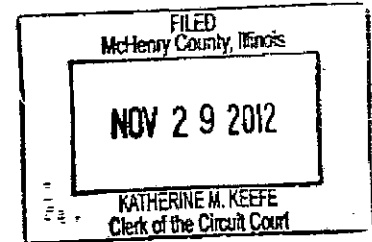
Plaintiff,

and

THOMAS POPOVICH,

Defendant.

Case No. 11 DV 324



PARENTING AGREEMENT AND ORDER

THIS CAUSE coming before this Court by agreement of the parties, and to provide for a Parenting Agreement for the children of the parties, namely, JACK, born November 4, 2000, presently twelve (12) years of age, JULIA, born April 22, 2002, presently ten (10) years of age and JILLIAN, born January 9, 2004, presently eight (8) years of age and the parties having agreed to resolve these issues by agreement and stipulate to this agreement and order to be offered as evidence at trial and incorporated into a Judgment for Dissolution of Marriage; and the Court having been informed in the premises:

THE COURT FINDS:

A. Both parents, KIMBERLY POPOVICH ("KIMBERLY") and THOMAS POPOVICH ("THOMAS") are fit and proper parents to have the custody, care and control of JACK, JULIA, and JILLIAN.

B. It is in the best interests of JACK, JULIA and JILLIAN that both parents have input into major decisions regarding health, education and religion affecting the children.

THE PARTIES STIPULATE AND THE COURT ORDERS:

1. **ACKNOWLEDGEMENT:** The parties acknowledge the continuing needs of the children for close, calm, frequent and continuing contact by both parents and the need for

both parents to participate in the important events and decisions affecting the life and well-being of the children. Accordingly, the parties shall cooperate in scheduling and implementing each child's educational, religious and social activities so as to provide each child with an environment that promotes their healthy physical, mental, emotional and social growth and development. The parties shall use their best efforts to foster the children's love and affection for both parents and shall strive to reach an agreement on all important questions and issues regarding the joint decisions of the parties. Both parties agree to encourage the children's development of a spiritual life in accordance with the children's own beliefs and desires as he or she matures and is able to make informed choices. Each party shall keep the other informed as to major events involving JACK, JULIA, and JILLIAN including, but not limited to, health, education, and religion.

2. **JOINT CUSTODY AND RESIDENCY:** The parties shall have joint custody of the JACK, JULIA, and JILLIAN as defined herein. The children shall reside with KIMBERLY. Accordingly, KIMBERLY shall have the obligation to provide the necessary day to day supervision and parental guidance for JACK, JULIA, and JILLIAN. For the purposes of this Agreement, the term "Joint Custody" means that the parties shall discuss the major decisions concerning health, education and religion of their children. However, if the parties are unable to reach a decision on a major issue of health, education, or religion, KIMBERLY shall be responsible to make the decision. It is assumed that regarding health, education, and religion the children will keep the *status quo* so as to avoid any unnecessary disruption in their lives. Except as to these issues, neither party shall be required to consult with the other party as to the decision making on a day-to-day basis and the party who has physical possession of the children at the time in question shall have sole decision making authority except as to the issues aforesaid, including, but not limited to bedtime, homework, and day-to-day social activities customary for the children's age and maturity.

3. **PARENTING TIME:** It is the intent of the parties that THOMAS have reasonable visitation. Reasonable visitation shall be defined as alternate weekends for approximately

forty-eight (48) hours and one evening for dinner of approximately two to three hours. However, at the time of the entry of this Order, THOMAS shall not have visitation with the minor children until the following plan is implemented, completed and such visitation is determined to be in the best interest of the children:

A. Joseph Canevello ("Canevello") of Connections Counseling shall be utilized for this process and the parties shall cooperate with and follow all recommendations of Canevello.

B. THOMAS shall contact Canevello and meet with him before beginning this process.

C. JACK, JULIA, and JILLIAN shall meet with Canevello before beginning this process.

D. KIMBERLY shall contact Canevello and meet with him before beginning this process.

E. THOMAS shall be responsible for all payments to Canevello for his and the children's appointments necessary to implement this order. KIMBERLY shall be responsible for all payments to Canevello for her individual appointments necessary to implement this order.

F. After both parties and the children have met with Canevello, THOMAS and the children will meet with Canevello. After such meeting, Canevello will determine how to proceed to "reunite" the children and THOMAS based on the best interest of the children with the ultimate goal of the aforementioned reasonable visitation.

G. The children will continue to counsel with Canevello for a minimum of one year and longer, if Canevello deems it necessary.

H. The following holiday visitation schedule will be implemented when Canevello determines reasonable visitation may occur:

i. Easter: KIMBERLY will have the children from Easter Saturday at 7:00 p.m. until noon on Easter Sunday. THOMAS will have the children on Easter Sunday at noon until 7:00 p.m. on Easter Sunday.

ii. Mother's Day: KIMBERLY will always have the children from the evening before Mother's Day at 7:00 p.m. until 7:00 p.m. on Mother's Day.

iii. Memorial Day: Whichever party has the alternate weekend immediately prior to the holiday shall have continuous, uninterrupted visitation until 7:00 p.m. on Memorial Day.

iv. Father's Day: THOMAS will always have the children on Father's Day from 10:00 a.m. until 7:00 p.m.

v. Labor Day: Whichever party has the alternate weekend immediately prior to the holiday shall have continuous, uninterrupted visitation until 7:00 p.m. on Labor Day.

vi. Thanksgiving: In even numbered years, THOMAS shall have the children from 9:00 a.m. to 9:00 p.m. on Thanksgiving. In odd numbered years, KIMBERLY shall have the children from 9:00 a.m. to 9:00 p.m.

vii. Christmas: THOMAS will have the children on Christmas Eve from 9:00 a.m. to 10:00 p.m. and KIMBERLY will have the children on Christmas Eve at 10:00 p.m. until 9:00 p.m. on Christmas Day.

viii. Children's birthdays: The children will always be with KIMBERLY from the evening before their birthday until 9:00 p.m. however, THOMAS shall take all three children to lunch or dinner for two (2) to three (3) hours at a time agreed to by the parties.

ix. Summer break: KIMBERLY shall always have the children from one Saturday to the next Saturday of the week that contains June 20th. THOMAS may have the children for two weeks of his choosing giving KIMBERLY a minimum of thirty (30) days' notice.

4. ACCESS TO RECORDS AND INFORMATION & PARTICIPATION IN ACTIVITIES:

Each of the parties hereto shall have full and complete access to all records and information pertaining to JACK, JULIA, and JILLIAN including, but not limited to, medical, psychological, mental health, dental, child care, recreational or extracurricular schedules and school records. Each party has the obligation to obtain those records and information themselves and neither party has the obligation to provide the other with information which may be obtained from a third party. However, if a parent receives information (such as an extra-curricular activity schedule that is not available on line) then that parent shall copy the other parent with that information. Both parties are authorized to

B. The residence of the minor children shall, at all times, be known to both parties.

C. Both KIMBERLY and THOMAS shall use their best efforts to foster the respect, love and affection of the minor children toward the other parent, and shall cooperate fully in implementing a relationship with the minor children that will give the children the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing the time spent with the children. The parties agree that both parents are to have a continuing relationship with the children and that each will provide the other reasonable access to the children.

D. Both KIMBERLY and THOMAS shall keep the other informed as to the exact place where each of them resides, the phone numbers of their residence, their place of employment, the phone numbers of their places of employment, and their cellular telephone numbers.

E. Both KIMBERLY and THOMAS shall refrain from discussing the conduct of the other parent in the presence of the minor children except in a laudatory or complimentary way.

F. Neither KIMBERLY nor THOMAS shall threaten to withhold the time of the other with the minor children or threaten to prevent or delay the return of the minor children after a period of parenting time.

G. Both KIMBERLY and THOMAS shall prepare the minor children both physically and mentally for the time with the other parent. The children shall be available at the time mutually agreed upon between the parties for the beginning of parenting time and return of parenting time.

H. Neither KIMBERLY nor THOMAS shall unreasonably question the minor children regarding activities of the other parent.

I. The parties will transfer the children for visitation exchange at St. John's school in Johnsbury. The parties agree to revisit the location of the visitation exchange within six months of the date of this agreement and employ the services of Joe Canevello as mediator if either party requests.

J. Either KIMBERLY or THOMAS may temporarily take the minor children to another state other than Illinois for vacation or for other good reason, consistent with the terms of the time set forth herein or consistent or otherwise by agreement. Neither party may remove the children from the country without the prior written agreement of the other parent or Court Order. If a trip is more than forty-eight (48) hours, the traveling party shall provide the other with an itinerary including, but not limited to, flight numbers or schedules, and the name, address and phone number of where the parent and children can be reached during vacation.

K. In the event that either parent takes the minor children for an extended period to a place other than his or her residence, or removes the children temporarily from the State of Illinois, the other parent shall be informed of the minor children's whereabouts and provided with a phone number and address where the children can be reached. An extended period is defined as more than 48 hours or overnight at a place other than either parent's residence.

L. Each party shall have the right to have reasonable telephone/text contact with the children while they are with the other parent (however, THOMAS' right will not commence until physical visitation begins or as otherwise provided for herein). During periods of vacation or extended periods, the party not with the children shall have reasonable telephone parenting time with the children.

M. During the time the children are with either parent, the parent with the children shall be responsible for making sure the children are taken to any scheduled or school activities and the children's homework is completed.

N. Neither party shall discuss financial matters, financial disputes nor matters of Court that may exist between the parties with the minor children.

O. The parties shall discuss proposed changes to the Parenting schedule with one another prior to discussing such changes with the children or otherwise committing to such proposed changes. Further, the parties shall discuss with one another any planned vacation trips they intend to take with the children if the visitation time requires the acquiescence of the other party.

8. **REMARRIGE:** Each parent shall inform the other parent of an impending marriage prior to telling the children. In the event that either party remarries, the party so remarrying shall have the affirmative obligation to make known to his or her new spouse the terms and conditions of this Agreement and encourage the new spouse to comply with the intentions of the parties to this Agreement.

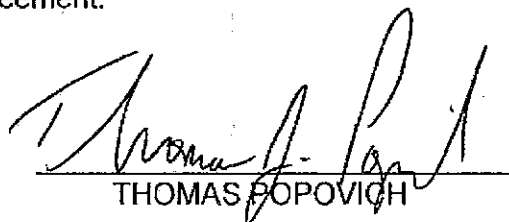
9. **MODIFICATIONS:** Any modifications to this Agreement must be in writing and signed by both of the parties, or the result of litigation and ordered by a Court of competent jurisdiction. However, the parties can agree to minor or temporary modifications between themselves. Once a visitation schedule has been established with the assistance of Canevello, the schedule will be entered with the court.

10. **MEDIATION OF CONFLICTS:** If major conflicts are not resolved pursuant to this Agreement, the complaining parent shall first notify the other parent of the nature of the complaint and both parents shall make reasonable attempts to negotiate a settlement of conflict. Wherever practicable, under the circumstances, the complaint shall be made in

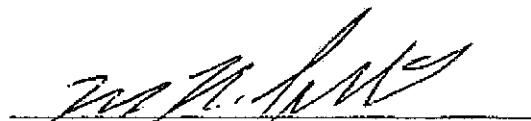
written form and given or mailed to the other person. The parent receiving the complaint shall, when practicable, reply to the complaint in a similar manner in written form. If the parties are unable to resolve their conflict within a reasonable period of time, the parties agree that Joe Canavello shall act as mediator and that issues shall be presented to that mediator for resolution. The cost of the mediation process shall be divided equally by the parties. In the event mediation is unsuccessful then the resolution shall be determined by a court of competent jurisdiction upon proper notice and petition.

The parties affix their signatures hereto in agreement:


KIMBERLY POPOVICH


THOMAS POPOVICH

Entered: November 28th, 2012.


JUDGE

Mary H. Nader, Attorney at Law, P.C.
Court Appointed Guardian Ad Litem
5116 West Elm Street
McHenry, Illinois 60050
(815) 385-2200