

Binding and Admissible Mediation Agreement

We agree that the following provisions are a Binding and Admissible Agreement. By signing this document, we understand that we will be bound by these terms and that this agreement will be admissible in a courtroom for the purpose of enforcement, if one of us no longer wishes to abide by these terms. The parties acknowledge that they have been told that (a) by signing this document, they understand that the confidentiality of mediation is waived but only as to the following agreed upon terms; (b) the mediator has no duty to protect their interests or provide them with information about their legal rights; (c) signing a mediated agreement may adversely affect their legal rights; and (d) they have had the opportunity to consult with an attorney prior to signing this document, or have freely and voluntarily waived that right. The parties also acknowledge that the mediator is memorializing their agreements as a scrivener only and not as legal counsel. The following are the agreed upon terms:

1. Custody: The parents will share Joint Legal Custody and Joint Physical Custody.
2. Parenting Time Schedule: Effective immediately, with Dad having the first weekend following the date of this agreement, the parents will share an equal 5/2/2/5 parenting time as follows:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
One	Mom	Mom	Dad	Dad	Mom	Mom	Mom
Two	Mom	Mom	Dad	Dad	Dad	Dad	Dad

- a. Transition Schedule: Effective immediately, and until the first day of Summer Break, the children will return to Mom's home on Dad's weekend on Sunday at 7:00 p.m. Thereafter, Dad's weekend will include Sunday overnight.
3. Exchanges:
 - a. Subject to paragraph 2(a) parenting time begins after school or 5:00 p.m. on non-school days.
 - b. The Parent whose time is beginning will pick up the children from school or the other parent's home on non-school days.
 - c. Exchanges shall be curbside. Curbside means one parent remains by the car, and the other parent waits inside the door of their home. Additionally, the parents do not talk to each other during the exchange.
 - d. During the transition schedule period, Mom will pick up the children from Dad's home on Sunday evening at 7:00 p.m.

4. MEA Break 2023: During MEA Break week, Dad will have Tuesday and Wednesday, and Mom will have Thursday morning at 9:00 a.m. through her regular parenting time weekend.
5. Thanksgiving 2023: Dad will have Thanksgiving from release of school on Wednesday until Friday at 5:00 p.m.
6. Christmas Eve 2023: With Dad from 12/22 at 5:00 p.m. until 12/24 at 8:30 p.m.
7. Christmas Day 2023: With Mom from 8:30 p.m. on 12/24 until 12/26 at 8:30 p.m.
8. Holidays going forward:
 - a. The parties will alternate major holidays and will create a holiday schedule outside the mediation process with the assistance of their attorneys.
 - i. If the parents are unable to agree on a Holiday Schedule, they will submit it to the Parenting Consultant.
9. Vacations: Each parent will have two, non-consecutive weeks of vacation each year.
 - a. A week is seven (7) consecutive days, and the children return to the other parent at the end of the 7 days.
 - b. Vacations will be taken over a parent's regular weekend parenting time if possible.
10. Priority of Parenting Time:
 - a. Holidays take priority over vacations and regular parenting time.
 - b. Vacations take priority over regular parenting time.
 - c. If a Holiday or vacation falls on the other parent's regular parenting weekend, the parties will "trade" the weekend immediately preceding the holiday or vacation.
11. Right of First Opportunity:
 - a. If the on-duty parent is unavailable overnight, the off-duty parent will have the first opportunity to provide care for the children until the on-duty parent is available again. If the off-duty parent is also unavailable, the on-duty parent is responsible for finding alternate care.
 - i. Unavailable is defined as not being able to be physically present to care for the children overnight.
12. Attendance at Children's Activities:

- a. The on-duty parent only will attend the children's activities.
 - i. After a period of six months from the date of this agreement, the parents may waive this requirement by mutual agreement, and in writing.
 - ii. Exceptions to this provision will be limited to Special Events, which must be determined by mutual agreement, or decision of the PC.
- b. Piano lessons will be scheduled during Dad's parenting time and he will be responsible for taking the children for their lessons.
 - i. The current Monday piano lesson will be moved to a day during Dad's parenting time. This will be moved to a new lesson day within 30 days of the date of this agreement.
 - ii. Until the parents are able to move the lesson from Monday to a day during Dad's parenting time, Dad will pick up the children from Mom's house for the lesson, and return them to Mom's house immediately after the lesson.

13. Provider Appointments:

- a. The parents will alternate turns taking the children to routine doctor, dental, vision, and therapy appointments.
 - i. The children's therapy appointments are currently every Tuesday.
 - 1. Mom will take the children to therapy on October 10th, Dad will take them on October 17th and they will continue to alternate turns from there.
- b. The parent responsible for the appointment will schedule the appointment during his/her regular parenting.
- c. The parents will update the other parent on OFW with information from the appointment.
- d. Decisions for any treatment will be made jointly.

14. The On-Duty Parent will ensure that the children arrive at school, activities, and appointments on time.

15. Sick or Injured Child Notification:

- a. If a child is sick, the on-duty parent will notify the off-duty parent through Our Family Wizard, and provide an update of the symptoms and treatment they have provided. Whether a child is sick will be determined by the school guidelines.

- b. If a child is injured, the on-duty parent will notify the off-duty parent immediately by telephone or text message. Injured is defined as significant loss of blood, loss consciousness, potential for loss of limb or function of limb, fever over 101* or treatment is required by a doctor.

16. Parenting Consultant: The parents will use a Parenting Consultant to resolve child related disputes for a term of three (3) years. The attorneys will use the Model Order Appointing PC.

17. Communication regarding Children:

- a. The parents will use Our Family Wizard (OFW) for all child related communication. They will each grant the PC access to OFW.
- b. OFW will be the sole method for communication except for emergencies, sick child, or other immediate time sensitive matters.
- c. OFW will be used for child related information only.
- d. Parents will check OFW daily.
- e. The parents will use the OFW Calendar for tracking the parenting time schedule, extracurricular activities, doctor/dentist/therapist appointments, vacations, etc.
- f. The parents will use OFW to request reimbursement for child related expenses.
 - i. The parent will post the expense and upload a copy of the receipt within seven (7) days of making the payment.
 - ii. Within thirty (30) days of the posted expense and receipt, the other parent will reimburse the parent for his/her share of the expense.
- g. Messages on OFW will be written as follows:
 - i. List the Topic
 - 1. One topic per message
 - ii. State the information being provided, or, state the request being made.
 - iii. Messages will be limited to three (3) short sentences.
 - iv. The information in the message will be limited solely to the topic, whether it is child specific information being relayed, or a request by the other parent.

v. The messages will *not* contain any of the following:

1. "you" statements.
2. Commentary.
3. Judgment statements about the other parent.
4. Directives or suggestions about parenting or providing for the child. [what the other parent should be doing].

vi. If a response is requested and/or necessary, the other parent shall respond within 24 hours.

1. The response will be limited solely to the topic, whether it is child specific information being relayed, or the request by the other parent.
2. Responses will be limited to three (3) concise sentences.
3. The response will *not* contain any of the following:
 - a. "you" statements.
 - b. Commentary.
 - c. Judgment statements about the other parent.
 - d. Directives or suggestions about parenting or providing for the child. [what the other parent should be doing].

18. Neutral Appraisals:

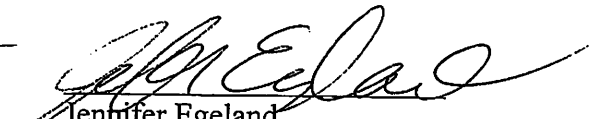
- a. Marital Home- Bob Lear
- b. Business valuation and Cash Flow Analysis-Jennifer Loeffler

19. Each party is awarded temporary and exclusive use of the residences they each currently occupy.

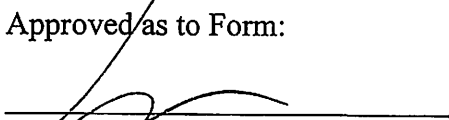
Both parties wish to be bound by these terms and understand that this written document is admissible in court for the purposes of enforcement.

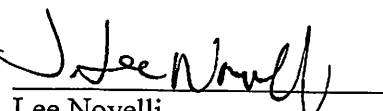
Dated this 9th day of October 2023.


Ryan Egeland


Jennifer Egeland

Approved as to Form:


Lisa Watson Cyr
Attorney for Ryan


Lee Novelli
Attorney for Jennifer