

PARENTAL COOPERATION

1. The parties shall mutually cooperate with one another to consult and arrive at decisions which are in the best interest of the children with respect to the health, education and general well-being. Neither party shall have a superior right to make decisions. In the event the parties cannot otherwise agree, they shall look to the treating physician to arrive at a consensus on educational decisions for the children, and to the school, tutors and educators to arrive at a consensus on educational decisions for the children. In the case of a medical emergency, all reasonable attempts to reach the other parent will be made before commencing with a medical procedure. However, it is expressly agreed that the children's medical needs shall supersede the parental right of consultation.

2. Neither party shall do anything nor permit anything to be done which will estrange the children from the other party or otherwise hamper the natural development of love and affection between the other parent and the children and the development of a positive parent/child relationship between them. Accordingly, each party shall take all reasonable affirmative steps to foster a relationship of love, affection and respect between the children and the other party.

3. Each party shall have the right to communicate with the children by telephone or e-mail at all reasonable times and for reasonable periods of time when the children are with the other party and neither party shall interfere with or restrict or impair such right of communication. Each party shall accordingly keep the other informed of his or her residential telephone number and of any other number where the children may temporarily reside or sojourn.

4. Each party shall promptly notify the other regarding any sickness, disability, injury or accident involving the children. In the event that a child is confined to bed or home as a result of such sickness, disability, injury, or accident for more than one (1) day while with either parent, the other parent shall have the right to visit the child at reasonable times and for reasonable periods of time.

5. Each party shall encourage the children to use the terms “Father” and “Mother” or their equivalents when referring to the other party hereto and shall discourage the use of such terms in reference to any other person.

6. Both parents shall be fully entitled to access to all information, records, reports, correspondence, memoranda, or other documentation which in any way relates to the health, education or well-being of the children, including, but not limited to, medical records of any hospital, physician, therapist, mental health professional, or other health care provider, and school records.

7. Each parent shall keep the other parent apprised of the name and telephone number of any day care provider used on a regular basis or during any school vacation period.

8. At such times as either parent may be temporarily or permanently disabled, institutionalized, hospitalized, and/or otherwise unable to care for the children, the other parent shall have temporary physical custody of the children during such period of temporary need, which shall cease upon the termination of the aforesaid condition.

9. In the event that, during the child’s minority, either the Mother or Father should die, the physical custody of the children shall immediately be with the other parent. In such instance, the surviving parent shall make every reasonable effort to provide for visitation for the extended family of the deceased parent.

10. The parties agree that, within one hundred eighty (180) days of the execution of this Agreement, they will each execute a new will.

Parent

Parent