

# Nebraska Judicial Branch

## Case Summary

In the District Court of Saline County  
 The Case ID is CI 16 0000003  
 Theodore E Ward v. Madison C Ward  
 The Honorable Vicky L Johnson, presiding.  
 REFEREE N  
 Classification: Dissolution of Marriage  
 Filed on 01/08/2016  
 This case is Closed as of 07/18/2016  
 It was disposed as Tried to Court

## Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Theodore E Ward 224 South Court Street Wilber NE 68465	
Alias is Ted Ward	
Defendant ACTIVE Madison C Ward 510 Chicago St. Beaver Crossing NE 68313	

## Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	01/08/2016	\$35.00
Plaintiff	Filing Fee - State	01/08/2016	\$5.00
Plaintiff	Automation Fee	01/08/2016	\$8.00
Plaintiff	NSC Education Fee	01/08/2016	\$1.00
Plaintiff	Dispute Resolution Fee	01/08/2016	\$0.75
Plaintiff	Indigent Defense Fee	01/08/2016	\$3.00
Plaintiff	Uniform Data Analysis Fee	01/08/2016	\$1.00
Plaintiff	Dissolution Fee	01/08/2016	\$25.00
Plaintiff	Parenting Act Fund	01/08/2016	\$50.00
Plaintiff	J.R.F.	01/08/2016	\$6.00
Plaintiff	Filing Fee-JRF	01/08/2016	\$2.00
Plaintiff	Legal Aid/Services Fund	01/08/2016	\$5.25
Plaintiff	Complete Record	01/08/2016	\$15.00
Plaintiff	Photocopy Fees	07/18/2016	\$4.50

## Financial Activity

No trust money is held by the court  
No fee money is held by the court

## Payments Made to the Court

Receipt	Type	Date	For	Amount
82109	Cash	09/30/2016	ward, Theodore, E	\$4.50
			Photocopy Fees	\$4.50
81224	Electronic Trans	01/08/2016	ward, Theodore, E	\$157.00
			Petition	\$35.00
			Filing Fee - State	\$5.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			Dissolution Fee	\$25.00
			Parenting Act Fund	\$50.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Complete Record	\$15.00

## Register of Actions

08/22/2016 HHS/BVS Divorce Certificate

07/19/2016 Confidential Document \*  
This action initiated by party Theodore E ward

07/18/2016 Photocopy Made  
cert. copy of Decree

07/18/2016 Case Closed

07/18/2016 Progression to Disposition

07/18/2016 Notice Issued on David J Reed  
The document number is 00018989  
Notice of Judgment for Plaintiff/Petitioner

E-MAILED mylawfirm@nebraskaslawfirm.com  
Image ID D00018989D22

07/18/2016 Notice Issued on Theodore E Ward  
The document number is 00018988  
Notice of Judgment for Plaintiff/Petitioner  
Image ID D00018988D22

07/18/2016 Notice Issued on Madison C Ward  
  
The document number is 00018987  
Notice of Judgment for Plaintiff/Petitioner  
Image ID D00018987D22

07/18/2016 Decree  
This action initiated by Vicky L Johnson  
Parties waive CS. Each pay 50% of CC. Plf & Def to have health insurance  
on children. Parenting Plan & CS calculation is attached.. eNoticed  
Image ID 000039715D22

07/18/2016 Hearing  
hearing held

07/18/2016 Judges Notes  
Image ID D00018986D22

07/18/2016 Change of Address  
This action initiated by party Madison C Ward  
was in with new address of 510 Chicago St. Beaver Crossing 68313

07/11/2016 Judges Notes  
Image ID D00018953D22

07/11/2016 Order-Hearing  
This action initiated by Vicky L Johnson  
Set for 7/18/16 @ 10:00am. eNotice Certificate Attached  
Image ID N16193248D22

07/11/2016 Order-Continuance  
This action initiated by Vicky L Johnson  
Continued to 7/18/11(16) @ 10:00am. eNotice Certificate Attached  
Image ID N1619310CD22

07/11/2016 Motion-Continuance  
This action initiated by party Theodore E Ward  
Image ID N16193246D22

07/11/2016 Change of Address  
This action initiated by party Madison C Ward  
New address of 1417 1st St. Apt 3A, Friend 68359, per MTC

07/11/2016 Motion-Continuance  
This action initiated by party Theodore E Ward  
Continuing hearing from 7/11/16 @ 11:00am to 7/10(18)/16 @ 10:00am.  
Certificate of Service to Madison Ward  
Image ID N16193108D22

07/11/2016 Judges Notes  
  
Image ID D00018948D22

06/28/2016 Order

This action initiated by vicky L Johnson  
Matter is set for hearing on 7/11/16 @ 11:00am. Parties are ordered to  
appear. eNotice Certificate Attached  
Image ID 000039677D22

06/27/2016 Judges Notes  
Image ID D00018901D22

05/31/2016 Judges Notes  
Image ID D00018696D22

04/27/2016 Judges Notes  
Image ID D00018534D22

04/26/2016 Change of Address  
This action initiated by party Madison C Ward  
reports change of address to 510 Chicago Street, Beaver Crossing, NE 6831  
3

04/26/2016 Waiver of Notice  
Verified Certificate of Waiver of Hearing signed by both parties  
Image ID 000039043D22

01/15/2016 Cert-Parent Ed Course Completion  
This action initiated by party Madison C Ward  
Notice of Completion of Parents Education Course: Certificate attached  
Image ID N16015Y6ID22

01/15/2016 Cert-Parent Ed Course Completion

This action initiated by party Theodore E Ward  
Notice of Completion of Parents Education Course: Certificate of Service  
to David Reed. Certificate attached  
Image ID N16015Y6GD22

01/13/2016 Voluntary Appearance  
This action initiated by party Madison C Ward  
Image ID N1601309ID22

01/11/2016 Parent Act Notice-Mom  
This action initiated by party Madison C Ward

01/11/2016 Parent Act Notice-Dad  
This action initiated by party Theodore E Ward

01/11/2016 Cert-Mailing

Parenting brochures mailed to Plf & Def on this date.  
Image ID 000038207D22

01/11/2016 Order  
This action initiated by vicky L Johnson  
Parties to attend a parenting seminar within 6 months from the filing of  
the Complaint. eNotice Certificate Attached  
Image ID 000038206D22

01/08/2016 BVS Complete Certificate

01/08/2016 Complaint-Dissolution of Marriage  
This action initiated by party Theodore E Ward  
Image ID N160088AGD22

## Judges Notes

04/27/2016

04-27-2016

Proposed "Decree" rejected by court as 1. it is not a proper decree.  
2. the record does not show a signed PSA under 42-361(3). /s/ VLJ

05/31/2016

05-31-2016

Proposed "Decree" rejected by court:

1. no child support calculation is attached
2. the record doe not show a signed PSA under 42-361(3)

06/27/2016

06-27-2016

The court reviews the proposed waiver of child support & disapproves it. The matter is set for hearing & the partis are ordered to appear.

/s/ VLJ

07/11/2016

07-11-2016

Matter to be continued to 7/18/16 @ 10:00am. Mr Reed to prepare motion & Order. /s/ VLJ

Johnson

Order to continue.

Johnson

Amended order for hearing.

07/18/2016

07-18-2016

Plf with Mr Reed & Def appears without counsel at final hearing.

Evidence taken, offered & received. Dissolution granted. See separate signed Decree. /s/ VLJ

IN THE DISTRICT COURT OF SALINE COUNTY, NEBRASKA

Ted Ward,  
Plaintiff,  
vs.  
Madison C. Ward,  
Defendant.

CI 16-3

DECREE OF DISSOLUTION  
AND PROPERTY SETTLEMENT

DEPT. OF DISTRICT COURT  
SALINE COUNTY NEBRASKA

2016 JUL 18 AM 10:35

FILED BY THE CLERK  
Angela A. Covert

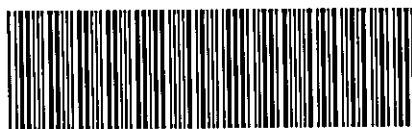
COME NOW Theodore E. Ward, Plaintiff, herein, and Defendant herein, and pursuant to Neb. Rev. Stat., §42-361(3), hereby state:

1. More than sixty (60) days have passed since the Defendant entered her voluntary appearance.
2. The Court has subject matter jurisdiction over these dissolution proceedings.
3. The Court has personal jurisdiction over both parties.
4. Each party certifies that despite every reasonable effort to attempt reconciliation, their marriage is irretrievably broken.
5. A full record is not requested.
6. The parties each voluntarily waive the requirement of a hearing pursuant to Neb. Rev. Stat., §42-361(3).
7. The parties jointly request that the Court find that the marriage is irretrievably broken and approve and enter the Decree of Dissolution of Marriage without a hearing as allowed by Neb. Rev. Stat., §42-361(3).

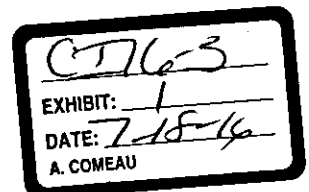
The Court, having received notification of said waiver and upon receipt of the Proposed Decree and Parenting Plan having examined the pleadings, upon consideration and being fully advised in the premises THE COURT ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. More than sixty (60) days have passed since the filing of the Complaint and Voluntary Appearance herein.
2. As of the date of the commencement of this action and of this Decree, the Plaintiff has been a resident of Saline County, Nebraska, and has been for more than one (1) year prior to

DECREE - 1



000039715D22



filing.

3. The Court has jurisdiction of both parties and the subject matter of this action, and the Parties are not members of the armed forces of the United States of America.

4. Neither party is now a party to any other pending action in any other Court for divorce, legal separation or dissolution of marriage.

5. The Plaintiff and the Defendant were married in ~~Lincoln~~ <sup>Lanham Lincoln</sup> Saline County, ~~Nebraska~~, Nebraska on February 19, 2011.

6. The marriage of the Plaintiff and the Defendant is irretrievably broken and all reasonable efforts to reconcile the marriage have been made, but such efforts have failed; there is no reasonable possibility that the marriage of the Plaintiff and the Defendant will be reconciled, and the marriage, therefore, should be dissolved.

7. Two (2) children have been born of this marriage, whose welfare will be affected by these proceedings; namely Jonathan E. Ward, born in 2011 and Jasmine Ward, born 2015.

8. That the Plaintiff and Defendant are both fit and proper person to have the care, custody and control of the minor children of the marriage, and that it is in the best interests of the minor children that the Plaintiff and Defendant be awarded joint legal and physical custody, and all parenting rights of the Plaintiff and Defendant are as set forth in the Parenting Plan attached hereto. The Parenting Plan attached hereto as "Exhibit A" is adopted and incorporated herein as if fully set forth.

9. The Plaintiff and Defendant have agreed to waive all child support payments *as they have*

10. The Defendant and Plaintiff shall be responsible for all day-care expenses for the minor child due employment or education purposes. The Defendant shall be responsible for 50% of all daycare costs and the Plaintiff shall be responsible for 50% of said costs. The party incurring said daycare expenses shall provide a receipt of payment for all daycare expenses, within reasonable time after such have been incurred; all daycare receipts shall be through daycare provider invoice or third party receipt verification. The other party shall then reimburse the party incurring said expense within fifteen (15) days.

11. **Healthcare:** The Plaintiff shall maintain the current health insurance on Jonathan Ward, the minor child of the parties and shall provide all necessary documentation for either party

*Agreed to split ~~expenses~~ all direct expenses, which the Court approves*

DECREE - 2

*July 18*

FILED BY THE CLERK  
Dorcas A. Conner  
2015 JUL 18 AM 10:35  
SALINE COUNTY NEBRASKA

to utilize such benefits in the care and treatment of the minor children. Defendant shall maintain the current health insurance on Jasmine Ward, the minor child of the parties and shall provide all necessary documentation for either party to utilize such benefits in the care and treatment of the minor children.

12. **Unreimbursed Medical, Dental, Orthodontia, Ophthalmologic, and Other Health Expenses Incurred on Behalf of the Minor Children:** Pursuant to Neb. Ct. R. §4-215(B), Defendant shall pay the first \$480.00 per calendar year of unreimbursed medical, dental, orthodontia, eye examination, eye glasses, contact lens, prescription and counseling expenses incurred on behalf of the minor children. Once that threshold is reached, the parties shall divide the unreimbursed expenses with the Defendant paying fifty percent (50%) and Plaintiff paying fifty percent (50%) of said expenses. The Defendant shall provide Plaintiff with a written itemization of the amount expended, including the amount expended to reach the \$480.00 threshold, accompanied by appropriate supporting documentation within fifteen (15) days of receipt. Thereafter, the party incurring said expenses shall be reimbursed by the other party for their required contribution within fifteen (15) days of being provided a receipt or invoice for payment.

13. The parties have accumulated certain property during the course of this marriage. The following Property Division is fair and equitable and the parties are hereby ordered to perform their obligations as follows:

A. **Personal Property:** The personal property, including but not limited to: household goods, furnishings, furniture, cash, checking, savings, other bank accounts of any nature, and personal effects of the parties have already been divided and the parties shall be awarded the property in their possession.

i) The Defendant shall sign a quit claim deed within thirty (30) days of this decree becoming final.

B. **Vehicles**

i) The Parties are shall be awarded all right, title and interest to the vehicles in their possession and in their names, subject to any encumbrance, free and clear of any interest by either party.

C. **Debt**

DECREE - 3

2016 JUL 18 AM 10:35  
CLERK OF DISTRICT COURT  
ALLIANCE COUNTY NEBRASKA

FILED BY THE CLERK  
Dorcas A. W. W. W.



- i) Each party shall be solely responsible for any debt in their name alone, which they shall assume and pay and indemnify the other party and hold the other party harmless.
- ii) Defendant shall pay the Plaintiff \$140.00 per month until the remainder of the First State Bank of Nebraska Loan in the amount of \$3,700.00 is paid in full.

**D. Tax Exemption Allocation**

- i) The Plaintiff shall claim the minor child, Jonathan Ward, for dependency exemption purposes for Federal and State income taxes for all years.
- ii) The Defendant shall claim the minor child, Jasmine Ward, for dependency exemption purposes for Federal and State income taxes for all tax years.
- iii) The Parties shall cooperate in executing all necessary documents for the appropriate relinquishment of said exemption, for each calendar year if.

**E. Employment, Financial Accounts and Retirement Benefits**

Each party is awarded all right, title, and interest in and to any and all employment benefits, including pensions, profit sharing plans, 401K plans, and plans any other such in their own name, free and clear of any interest of the other party.

**F. Attorney Fees and Costs:** The parties shall equally divide all attorney fees with the Defendant owing the Plaintiff half of the total amount within thirty (30) days of the entry of this decree. All monies shall be paid to the Plaintiff.

14. Each party covenants, warrants and acknowledges that they have fully disclosed to the other and to the other the full and entire extent of all assets and liabilities.

15. Each of the parties expressly certifies that they have entered into this Agreement upon mature consideration and after ample opportunity to seek the advice of counsel if they so choose. Both parties acknowledge that their consent to the execution of this decree has not been obtained by fraud, duress, or undue influence of any person; that the attorneys for both parties were prepared to proceed to trial and that this Settlement Agreement was reached prior to the presentation of any evidence to the Court; and that no representation of facts have been made

FILED BY THE CLERK  
Dorcas A. Wuerth  
2016 JUL 18 AM 10:35  
STATE COURT  
NEBRASKA

either party to the other except as herein expressly set forth.

16. Neither party shall be awarded alimony.

17. Downward deviation from the Nebraska Child Support Calculator is based on the parties' financial situation, is approved by both parties and is in the best interest of the minor children. A child support calculation is attached and marked as "Exhibit B".

18. The marriage of Plaintiff and Defendant is hereby dissolved and this Decree of Dissolution shall become final and operative except for the purposes of review by appeal, insurance, and remarriage thirty (30) days after the Decree is rendered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative the date it was rendered.

19. For purposes of review by appeal, the Decree shall be treated as a final Order as soon as it is rendered. If an appeal instituted within thirty (30) days after the Decree is rendered, the Decree does not become final until such proceedings are finally determined or on the date of death of one of the parties to the dissolution, whichever occurs first.

20. For the sole purposes of remarriage and health insurance, the Decree shall become final and operative six (6) months after the Decree is rendered or on the date of death of one of the parties to the dissolution, whichever occurs first. If the Decree becomes final and operative upon the date of death of one of the parties to the dissolution, the Decree shall be treated as if it became final and operative on the date it rendered. Neither the Plaintiff nor the Defendant may remarry anyone, anytime, anyplace until the expiration of said six (6) month period from the execution of this decree by the Court, each of them being under a legal, total and complete disability to do so.

21. Any request for relief by any party not specifically granted by this order is denied.

DECREE - 5

FILED BY THE CLERK  
Doyce A. Wirth

2016 JUL 18 AM 10:35

OF THE COURT OF NEBRASKA  
SALINE COUNTY NEBRASKA

By the Court this 17<sup>th</sup> day of July, 2016

[Signature]  
District Court Judge

APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION:

4-26-16  
Date:

Theodore Ward  
Theodor E. Ward

STATE OF NEBRASKA )  
COUNTY OF Saline )

Now on this 26<sup>th</sup> day of April, 2016, before me a duly appointed and qualified Notary Public, personally appeared Theodore E. Ward, known to me to be the same and identical person who signed the above and foregoing Decree Parenting Plan and that I know the contents thereof, and the facts therein contained are true.

[Signature]  
Notary Public: Joyce A. Wuest

APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION:

4-26-16  
Date:

Madison C Ward  
Madison C. Ward

STATE OF NEBRASKA )  
COUNTY OF Saline )

Now on this 26<sup>th</sup> day of April, 2016, before me a duly appointed and qualified Notary Public, personally appeared Madison C. Ward, known to me to be the same and identical person who signed the above and foregoing Decree Parenting Plan and that I know the contents thereof, and the facts therein contained are true.

[Signature]  
Notary Public: Joyce A. Wuest

IN THE DISTRICT COURT OF SALINE COUNTY, NEBRASKA

Ted Ward,  
Plaintiff,

vs.

Madison C. Ward,  
Defendant.

CH16-3

EXHIBIT A- PARENTING PLAN

FILED BY THE CLERK  
Dorcas A. Wuerfel  
2016 JUL 18 AM 10:36  
OF THE DISTRICT COURT  
SALINE COUNTY NEBRASKA

1. This Parenting Plan applies to the best interest of the "minor children" as defined by the Nebraska Parenting Act; and

2. **Acknowledgement:** Any specific time-sharing schedule has to first conform to the children's needs as much as possible, understanding that these needs will change over time. It is important for each parent then to establish, maintain and promote good communication and a cooperative relationship regarding the care of the child. Mutual discussions of major decisions may be encouraged when safe and appropriate for the child's best interest.

3. **Legal Custody:** The Mother and Father shall have joint legal custody of the minor children of the parties and as such. The Father shall maintain the responsibility and authority to make final decisions for such things as education, medical treatment, religion, and legal matters concerning the minor children of the parties.

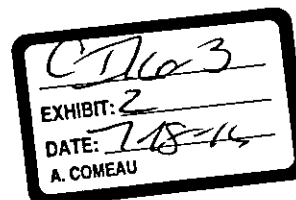
4. **Physical Custody:** The Mother and Father shall exercise joint physical custody of the two minor children. Nebraska shall retain Jurisdiction regarding the custody and welfare of the child.

5. The best interests of the parents' minor children will be maintained by ensuring regular and continuous school attendance and progress for school-age children of the parties.

6. The Mother and Father will remain active and involved in parenting the children.

7. The main reason for this Plan is to establish custody, parenting time, visitation, and other access arrangements, to determine parenting time, and to decide how to deal with any future disagreements between the Mother and Father about this Plan.

8. The Mother and Father understand that the needs of the children may change as the children get older, at that time they will interpret and apply this Plan in a way that best serves any changing needs of the children.



9. The Mother and Father shall have joint legal custody of the minor children and, as such, the Father shall have the legal responsibility and authority to make final decisions concerning the parenting functions necessary to raising the children.

10. The principal place of residence (physical custody) of the children shall be with the Father, subject to the terms of this Plan.

mcw  
TAW

11. The Plaintiff will exercise parenting time with the children is as follows:

A. **Weekends:** Every other weekend from 3:00 p.m. Friday to 6:00 p.m. Sunday, beginning the first weekend after the entry of this Decree and Parenting Plan.

B. **Weekday:** Every Monday and Wednesday night commencing at 3:00 p.m. until at 8:00 a.m. the following day.

C. **Summer:** Two, one week blocks of consecutive parenting time, commencing Friday at 3:00 p.m. until the following Friday at 3:00 p.m. Each parent shall notify the other parent no later than May 15 of each year, the two one week blocks of time he or she desires. This parenting time may not be added to the beginning or end of holiday or other parenting time so as to extend the period beyond seven days.

D. **Holidays:**

In odd-numbered years, Plaintiff will exercise holiday parenting time with the children for the following holidays:

Memorial Day Weekend, Labor Day Weekend, Christmas, and the children's birthdays.

In odd-numbered years, Defendant will exercise holiday parenting time with the children for the following holidays:

Easter, Fourth of July, Thanksgiving, and New Year's Day.

In even-numbered years, Plaintiff will exercise holiday parenting time with the children for the following holidays:

Easter, Fourth of July, Thanksgiving, and New Year's Day.

In even-numbered years, Defendant will exercise holiday parenting time with the children for the following holidays:

Memorial Day Weekend, Labor Day Weekend, Christmas, and the children's birthdays.

FILED BY THE CLERK  
Doyce A. Winkler  
2016 JUL 19 AM 10:36  
JUL 19 2016  
CLERK OF DISTRICT COURT  
DALLAS COUNTY NEBRASKA

Holidays shall be defined as follows:

(a) Easter: This holiday shall include that period of time during which the children is/are excused from school before the Easter holiday, including Easter Sunday, and shall begin at 5:30 p.m. on the day the children are released from school and end at 5:30 p.m. on the day before the children return to school.

(b) Memorial Day Weekend: This holiday shall include only that weekend when Memorial Day is nationally recognized and shall begin at 5:30 p.m. on Friday and end at 5:30 p.m. on Monday, Memorial Day.

(c) Fourth of July: This holiday shall begin on July 4th at 5:30 p.m. and end on July 5th at 5:30 p.m.

(d) Labor Day Weekend: This holiday shall include only that weekend on which Labor Day is nationally recognized and shall begin at 5:30 p.m. on Friday and end at 5:30 p.m. on Monday, Labor Day.

(e) Thanksgiving: This holiday shall be defined as that period of time during which the children are excused from school for the Thanksgiving holiday, including Thanksgiving Day, and shall begin at 5:30 p.m. on the day the children are released from school and end at 5:30 p.m. on the day before the children return(s) to school.

(f) Christmas: This holiday period shall be defined as that time during which the children are excused from school for the Christmas holiday and shall begin at 5:30 p.m. on the day the children is/are released from school and end at 5:30 p.m. on December 27.

(g) New Year's Day: This holiday period shall begin at 5:30 p.m. on December 27 and end at 5:30 p.m. on the day before school is to begin.

(h) The children's birthdays: This shall be the actual birthday(s) of the children, and shall begin at 5:30 p.m. and shall end at 5:30 p.m.

12. **Father's/Mother's Day:** Every year the Father shall have the children on Father's Day and the Mother shall have the children on Mother's Day. This holiday shall begin at 9:00 a.m. and end at 7:00 p.m. on the Sunday on which this holiday is nationally observed.

13. **Telephone:** Both parents shall have reasonable telephone parenting time during those times when the minor children are not in their custody.

14. **Transition Plan:** The parent whose parenting time is beginning shall be responsible for transportation.

FILED BY THE CLERK  
Angela A. Winkler  
2016 JUL 18 AM 10:36  
CLERK OF DISTRICT COURT  
PLINE COUNTY NEBRASKA

15. **Residence:** The Father or Mother shall not move the children out of the State of Nebraska, without prior approval of this court.

16. **Inter-State Travel:** Both parents shall obtain prior written approval before taking the children out of the State of Nebraska for any period. If such permission is given, all contact information must be shared with the non-custodial parent.

17. **Activities:** Both parties shall be allowed to attend all extra-curricular activities of the children, without harassment by the other party.

18. **Circumstantial Custody:** Should the either parent be declared, missing, deceased or mentally incapacitated the other parent shall be granted full physical and legal custody.

19. **Miscellaneous Provisions:**

A. **Holidays Take Priority:** Holiday parenting time takes priority over the regular weekend parenting time schedule. The regular weekend parenting time schedule shall begin again on the weekend following the holiday schedule and continue after that as provided in this Plan.

B. **Temporary Changes.** The parents can temporarily change the terms of this Plan as long as they both agree to it.

C. **Scheduling Activities.** One parent may not plan or schedule activities during the parenting time of the other parent without reasonable notice to and consent of the other parent.

D. **Children's Events.** Both parents shall inform each other, reasonably in advance, of all events where a parent may participate in the children's activities or events (i.e., school plays, athletic events, teacher conferences, music recitals, and the like). Notice shall be provided in such a way that the other parent has the maximum opportunity to attend that activity or event.

E. **Permanent Changes.** This Plan may be changed by mutual, written agreement of the parents. Both parents understand that any permanent changes must be approved by the Court to be binding and enforceable.

20. **PARENTING RESPONSIBILITIES AND COOPERATION:** The parent with legal and physical custody of the children, (custodial parent) shall have the final say in the choices regarding the children's education, religious upbringing and medical needs. Recognizing, however that it is important that both parents participate and cooperate with each other to bring up the children in a loving, stable environment, the custodial parent shall in an effort to encourage this environment, notify the noncustodial parent at a meaningful time in advance of any decision regarding enrollment in school, the beginning of participation in religious activities, and the beginning of health care involving the children in order to let the

FILED BY THE CLERK  
2016 JUL 18 AM 10:36  
CLERK OF DISTRICT COURT  
STATE OF NEBRASKA

Angela A. Wush

noncustodial parent's wishes in these matters. The custodial parent may freely discuss these three areas with one another in an effort to reach an agreement on these issues. In the event the parents cannot agree, the custodial parent shall have the final voice in these matters.

21. **Mutual Respect:** The children's best interests require the utmost cooperation between the parents. To this end, neither parent shall talk badly about or in any way be negative about the other parent in front of the children or in any activity or communication involving the children. Neither parent will ask about the other's personal affairs through the children. Each parent shall cooperate with the other, to the fullest extent necessary, in order to encourage a safe, secure, and loving environment for the children.

22. **Records:** The names of both parents shall appear on all school, governmental, law enforcement, medical and health-related records, and both parents shall be provided access to all teachers, government officials and doctors.

23. **REMEDATION PROCESS REGARDING FUTURE MODIFICATIONS TO THIS PARENTING PLAN:** In the event one or both of the parties wish to change the terms of this Plan in the future and the parties are unable to agree on the terms of such change, the parties shall attempt to mediate their disagreements by talking to a third person or persons who may be able to help the parties come to an agreement. This third person or persons must be formally trained in mediation.

24. **NOTIFICATION REQUIREMENTS IN THE EVENT OF CHANGE OF ONE OF THE PARENT'S RESIDENCE:** In the event one of the parents' plans to change his/her residence, that parent shall notify the other parent of such change of residence, prior to any change of residence. If one of the parents is living or moving to an undisclosed location because of safety concerns, the address or return address shall only include the county and state.

Theodore Ward 4-26-16      Madison Ward 4-26-16

Theodore Ward

Date

Madison Ward

Date

FILED BY THE CLERK  
2016 JUL 18 AM 10:36  
S  
SALINE COUNTY NEBRASKA

Joyce A. Wueh



Nebraska Child Support Calculator  
An NSBA Member Benefit for Alexander McAtee



FILED BY THE CLERK  
 Joyce A. Covert  
 2016 JUL 18 AM 10:36  
 DEPARTMENT OF REVENUE  
 SALINE COUNTY NEBRASKA

Edit Values | View Permutations | Life Insurance Requirements | Deviation Worksheet | Save

Case Name: Ward, Ted v. Ward, Madison

Worksheet 1 - Basic Income and Support Calculation

Mother: Single / 1 Exemptions / Not Self Employed  
 Father: Single / 1 Exemptions / Not Self Employed

Line	Description	Mother	Father
1	Total Monthly Income	\$3,000.66	\$2,172.82
1	Tax-Exempt Income	\$0.00	\$0.00
2.a	Taxes - Federal	\$282.08	\$157.90
2.a	Taxes - Nebraska	\$86.53	\$45.43
2.b	FICA - Social Security	\$186.04	\$134.71
2.b	FICA - Medicare	\$43.51	\$31.51
2.c	Retirement	\$0.00	\$0.00
2.d	Previously Ordered Support	\$0.00	\$0.00
2.e	Regular Support for Other Children	\$0.00	\$0.00
2.f	Health Insurance Premium for Parent	\$0.00	\$0.00
	Other Deductions	\$0.00	\$0.00
	Child Tax Credit	(\$83.33)	(\$83.33)
2.g	Total Deductions	\$514.83	\$286.22
3	Net Monthly Income	\$2,485.84	\$1,886.60
4	Combined Net Monthly Income	\$4,372.44	
5	Combined Net Annual Income	\$52,469.25	
6	Each Parent's Percent	56.85%	43.15%
7	Monthly Support from Table (2 Children)	\$1,401.00	
8	Health Insurance Premium for Children	\$0.00	\$178.84
9	Total Obligation	\$1,579.84	
10	Each Parent's Monthly Share	\$898.14	\$681.70
11	Credit For Health Insurance Premium Paid	(\$0.00)	(\$178.84)
12	Each Parents' Final Share (2 Children, rounded)	\$898.00	\$503.00

Worksheet 4 - Number of Children Calculation (final shares are rounded to the nearest whole dollar)

No. Children	Table Amount	Total Including Health Ins.	Mother's Share of Total	Father's Share of Total	Mother's Final Share	Father's Final Share
2	\$1,401.00	\$1,579.84	\$898.14	\$681.70	\$898.00	\$503.00
1	\$950.00	\$1,128.84	\$641.75	\$487.09	\$642.00	\$308.00

C-116-3  
 EXHIBIT: 3  
 DATE: 7-18-16  
 A. COMEAU

"Exhibit B"

## Worksheet 3 - Joint Physical Custody (2 Children)

Line	Description	Mother	Father
1	Each Parent's Percent Contribution	56.85%	43.15%
2	Monthly Support (Worksheet 1 Line 7)	\$1,401.00	
3	Joint Physical Support (Line 2 * 1.5)	\$2,101.50	
4	Each Parent's Share (Line 1 * Line 3)	\$1,194.70	\$906.80
5	No. Days Custody	181	184
6	Percentage of Year (Line 5 / 365)	49.59%	50.41%
7	Mother's Obligation to Father	\$602.25	
8	Father's Obligation to Mother		\$449.68
9	Mother's Obligation for Support	\$152.57	
10	Children's Health Insurance Premium	\$0.00	\$178.84
11	Combined Children's Health Insurance Premiums	\$178.84	
12	Each Parent's Share of Premium (Line 11 * Line 1)	\$101.67	\$77.17
13	Amount of Premium Paid (Line 10)	\$0.00	\$178.84
14	Amount Owed to Other Parent (Line 12 - Line 13)	\$101.67	\$0.00
15.a	Which Parent Owes Basic Support	Mother	
15.b	Which Parent Owes for Health Insurance	Mother	
15.c	Does the Same Parent Owe on Lines 15a and 15b	Yes	
16	Total Support Owed by Mother (rounded)	\$254.00	

FILED BY THE CLERK  
 ROYCE A. WARD  
 2016 JUL 18 AM 10:36  
 OF DISTRICT COURT  
 SALINE COUNTY NEBRASKA

## Worksheet 3 - Joint Physical Custody (1 Child)

Line	Description	Mother	Father
1	Each Parent's Percent Contribution	56.85%	43.15%
2	Monthly Support (Worksheet 1 Line 7)	\$950.00	
3	Joint Physical Support (Line 2 * 1.5)	\$1,425.00	
4	Each Parent's Share (Line 1 * Line 3)	\$810.11	\$614.89
5	No. Days Custody	181	184
6	Percentage of Year (Line 5 / 365)	49.59%	50.41%
7	Mother's Obligation to Father	\$408.38	
8	Father's Obligation to Mother		\$304.92
9	Mother's Obligation for Support	\$103.46	
10	Children's Health Insurance Premium	\$0.00	\$178.84
11	Combined Children's Health Insurance Premiums	\$178.84	
12	Each Parent's Share of Premium (Line 11 * Line 1)	\$101.67	\$77.17
13	Amount of Premium Paid (Line 10)	\$0.00	\$178.84
14	Amount Owed to Other Parent (Line 12 - Line 13)	\$101.67	\$0.00
15.a	Which Parent Owes Basic Support	Mother	
15.b	Which Parent Owes for Health Insurance	Mother	
15.c	Does the Same Parent Owe on Lines 15a and 15b	Yes	
16	Total Support Owed by Mother (rounded)	\$205.00	

FILED BY THE CLERK  
 Joyce A. Wush  
 2016 JUL 18 AM 10:36  
 SALINE COUNTY NEBRASKA

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on July 18, 2016 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Madison C Ward  
510 Chicago St.  
Beaver Crossing, NE 68313

David J Reed  
mylawfirm@nebraskaslawfirm.com

Date: July 18, 2016

BY THE COURT:

*Joyce A. Wusk*  
CLERK

