

State of \_\_\_\_\_

# PARENTING PLAN

This Parenting Plan (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "Effective Date") by and between:

**\*\*First Parent:\*\*** \_\_\_\_\_ [Name], residing at \_\_\_\_\_  
 \_\_\_\_\_ [Address] ("First Parent") and

**\*\*Second Parent:\*\*** \_\_\_\_\_ [Name], residing at \_\_\_\_\_  
 \_\_\_\_\_ [Address] ("Second Parent").

**\*\*WHEREAS the parties:\*\*** (Check all that apply)

Have minor children. The parents are the parents or legal guardians of the following minor child(ren):

\_\_\_\_\_ [Name], born \_\_\_\_\_ [Date]; and

\_\_\_\_\_ [Name], born \_\_\_\_\_ [Date]; and

\_\_\_\_\_ [Name], born \_\_\_\_\_ [Date]; and

\_\_\_\_\_ [Name], born \_\_\_\_\_ [Date]; and

Are expecting children. The parties are anticipating \_\_\_\_\_ [Number] child(ren) to be born on \_\_\_\_\_, 20\_\_\_\_\_, collectively referred to hereinafter as the "minor child"; and

**\*\*WHEREAS\*\***, it is the intention of the parties to establish the care and custody of the minor child(ren) through this Agreement.

**\*\*NOW THEREFORE\*\***, First Parent and Second Parent willingly accept the provisions, terms, and conditions outlined herein. In consideration of the mutual promises and covenants contained in this Agreement, as well as other valuable considerations not specifically detailed, the parties hereby agree to the following:

1. **\*\*Legal Custody of the Minor Child.\*\*** (Check one)

First Parent has legal custody. The parties agree that First Parent shall have sole legal custody of the minor child and shall have the authority to make all decisions regarding the child's upbringing, including health, medical and dental care, education, religion, vacations, travel, and welfare.

Second Parent has legal custody. The parties agree that Second Parent shall have sole legal custody of the minor child and shall have the authority to make all decisions regarding the child's upbringing, including health, medical and dental care, education, religion, vacations, travel, and welfare.

Shared legal custody. The parties agree that sharing parental responsibilities is in the best interests of the minor child. Each party acknowledges the other's right to fully participate in all significant matters concerning the minor child's upbringing, including health and welfare.

Education: The parties have come to an agreement regarding shared legal custody of the minor child. They will jointly make decisions concerning the child's health, medical and dental care, education, religion, vacations, travel, welfare, and other aspects of the child's upbringing.

2. Physical Custody of the Minor Child. (Select one)

- The First Parent will have physical custody. The parties agree that the First Parent shall maintain primary physical custody of the minor child, with visitation rights for the Second Parent as outlined below.

Visitation of the Minor Child (Select one)

- Despite any contrary provisions, the Second Parent is entitled to visitation with the minor child. The detailed agreement regarding visitation and time-sharing is outlined in Exhibit A attached to this document.
- The Second Parent shall NOT have visitation rights with the minor child.

Transportation Costs (Select one)

- The First Parent will cover all transportation costs related to visitations.
- The Second Parent will cover all transportation costs related to visitations.
- The parties will equally share any transportation costs related to visitations.
- Not applicable.

- The Second Parent will have physical custody. The parties agree that the Second Parent shall hold primary physical custody of the minor child, with visitation rights for the First Parent as outlined below.

Visitation of the Minor Child (Select one)

- Despite any contrary provisions, the First Parent is entitled to visitation with the minor child. The detailed agreement regarding visitation and time-sharing is outlined in Exhibit A attached to this document.
- The First Parent shall NOT have visitation rights with the minor child.

Transportation Costs (Select one)

- The First Parent will cover all transportation costs related to visitations.
- The Second Parent will cover all transportation costs related to visitations.
- The parties will equally share any transportation costs related to visitations.
- Not applicable.

- Shared physical custody. The parties agree to share physical custody of the minor child, subject to the terms and conditions outlined below.

Parenting Schedule (Select one)

- The agreement regarding time-sharing of the minor child is detailed in Exhibit A attached to this document.
- Not applicable.

## Relocation (Check one)

- Not applicable.
- First Parent shall not relocate from the current county of residence with the minor child for any reason whatsoever without the expressed written consent of Second Parent or a court order.
- Second Parent shall not relocate from the current county of residence with the minor child for any reason whatsoever without the expressed written consent of First Parent or a court order.

## Tax Returns

The parties agree that (Check one)  First Parent  Second Parent will claim the minor child on his/her federal, state and local tax returns.

**3. Parental Rights and Responsibilities.** (Check one)

- Not applicable.
- (Select if one party has shared legal custody of the child OR if visitation is allowed.)

The parties agree to the following with respect to each party's care of the minor child: (Check all that apply)

- In the event of an emergency, serious illness or accident or other circumstance seriously affecting the minor child's health and general welfare, the party who has physical possession or control of the minor child at the time will immediately notify the other party of such circumstances. The party who is notified shall have immediate access to the minor child and/or the right to telephonic communication with the minor child.
- In the event of a medical emergency, and only in such event, each party acknowledges that he/she has full confidence in the other's ability to make a unilateral decision for the minor child's welfare which otherwise would be a joint decision of the parties.
- Both parties shall be entitled to participate with and attend special activities in which the minor child is engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs and important social events in which the minor child is or may be engaged or involved.
- Neither party shall, in any way, impede, obstruct nor interfere with the exercise by the other of his/her right of companionship with the minor child and neither of them, at any time, shall in any manner disparage or criticize the other party, nor allow any other to do so or in the presence of the minor child. Each party further agrees that he/she will in no way attempt to create a non-harmonious atmosphere for the minor child.
- Each party shall be entitled to complete and detailed information from all pediatricians, physicians, dentists, consultants or specialists attending the minor child for any reason whatsoever and to be furnished upon written request with copies of any reports given to other party. Each party shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the child may attend or become associated with in any way.

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Medical Insurance for the Minor Child. (Please check one)

- The First Parent will maintain the current medical insurance for the minor child. The Second Parent will receive annual confirmation of the insurance status directly from the insurance provider.
- The Second Parent will maintain the current medical insurance for the minor child. The First Parent will receive annual confirmation of the insurance status directly from the insurance provider.
- Both parties will equally share the costs of maintaining the existing medical insurance for the minor child.

All reasonable expenses not covered by the insurance shall be (Please check one)

- shared equally between both parties
- paid by the First Parent
- paid by the Second Parent.

5. Tuition Expenses for the Minor Child. (Please check one)

- Not applicable.
- If the parties mutually agree that it is in the best interest of the minor child to attend private school, in the absence of a written agreement to the contrary, (Please check one)
- each party will share equally
- the First Parent will be responsible
- the Second Parent will be responsible for all reasonable expenses associated with such private school. The parties agree to  equally share  have the First Parent responsible  have the Second Parent responsible for the costs of tuition, reasonable room and board, travel, and any reasonable loans agreed upon for the minor child's college education. This obligation will continue until the child completes their undergraduate education at the chosen college and all debts are paid in full, or until five (5) years have passed, whichever occurs first.

6. Child Support. (Please check one)

- Not applicable.
- The parties agree that the First Parent shall pay the Second Parent the amount of \$ \_\_\_\_\_ per month for child support. This payment will begin on \_\_\_\_\_, 20\_\_\_\_ and will be made on the first day of each month thereafter.
- The parties agree that the Second Parent shall pay the First Parent the amount of \$ \_\_\_\_\_ per month for child support. This payment will begin on \_\_\_\_\_, 20\_\_\_\_ and will be made on the first day of each month thereafter.

State child support guidelines (Check one)

- The amount of child support has been determined in accordance with the applicable state child support guidelines.
- Both parties acknowledge that they are fully informed of their rights under state law, and the amount of child support was mutually agreed upon despite differing from the applicable state child support guidelines. The parties agree that the agreed upon amount of child support is in the best interests of the minor child.

The parties acknowledge that the child support arrangement shall not be legally binding until approved in a court order.

**7. Waiver of Payment Through Clerk.** (Check one)  Not applicable.

- Both parties waive participation in any applicable Central Depository Payment Program or the payment of child support through any clerk of court, direct deposit program or other third party entity (the "Central Depository"); and accordingly, payments need not be made through the Central Depository and shall be made directly to the party entitled thereto. In the event of the tardiness of payments or other difficulty experienced by the receiving party, either party may subsequently apply to the Central Depository to activate participation and have child support payments directed through the Central Depository in the event that it becomes necessary to secure or obtain payments made hereunder.

**8. Bankruptcy.** The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

**9. Legal Representations.** Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

**10. Fees and Costs.** Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees. **11. Free and Voluntary**

**Execution.** The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.

**12. Further Assurances.** Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

13. Modifications and Amendments. This Agreement can only be amended or modified through a written agreement that is duly signed by both parties or by a court of competent jurisdiction.

14. No Waiver. A non-written waiver by either party regarding any provision of this Agreement or any associated right or option will not be considered binding and will not prevent that party from enforcing such provision, right, or option later. If either party fails to insist on the strict performance of any terms or provisions of this Agreement in one or more instances, it shall not be interpreted as a waiver or relinquishment of any such term or provision in the future; all terms shall remain in full force and effect.

15. Governing Law. This Agreement shall be interpreted and governed according to the laws of the State of \_\_\_\_\_.

16. Disputes. (Select one)

- Mediation first. The parties agree that if it becomes necessary to enforce this Agreement or any of its terms, they will first attempt to mediate the issue with a mutually agreed upon certified mediator. If mediation fails, either party is free to seek enforcement of this Agreement in the appropriate court of competent jurisdiction.
- Seek legal action first. If it becomes necessary to enforce this Agreement or any of its terms, either party is entitled to pursue enforcement through the appropriate court of competent jurisdiction.

17. Attorney's Fees. (Select one)

- Not applicable.
- If either party initiates legal action to enforce its rights under this Agreement, the prevailing party will have the right to recover expenses, including reasonable attorneys' fees, incurred in connection with the action and any appeals.

18. Admissibility. This Agreement, or a copy thereof, may be introduced as evidence by either party in any legal proceedings, and the court is requested to include it in any final order or judgment entered. This Agreement will be interpreted as having been jointly prepared and written by all parties involved.

19. Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable in whole or in part, the remaining provisions will not be affected and will remain valid, legal, and enforceable as if the invalid, illegal, or unenforceable parts were not included.

20. Mutual Release. Except as stated in this Agreement, each party releases the other from all claims, demands, debts, rights, or causes of action in contract, tort, or otherwise up to the date of this Agreement.

21. Headings. The section headings in this Agreement are for reference purposes only and will not impact the meaning, construction, or interpretation of any provision herein.

22. Successors and Assigns. This Agreement will be binding and will benefit the parties involved, as well as their legal representatives, heirs, administrators, executors, successors, and permitted assigns.

23. Entire Agreement. This document encompasses the complete understanding between the parties, who acknowledge that there are no other representations, warranties, covenants, or agreements outside of what is explicitly stated here.

24. Miscellaneous. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
**First Parent** Signature

\_\_\_\_\_  
**First Parent** Full Name

\_\_\_\_\_  
**Second Parent** Signature

\_\_\_\_\_  
**Second Parent** Full Name

**Signed in the presence of:**

**First Witness**

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**First Witness** Signature (date)

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**First Witness** Name

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**First Witness** Address

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**First Witness** City, State and Zip Code

**Second Witness**

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**Second Witness** Signature (date)

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**Second Witness** Name

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**Second Witness** Address

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**Second Witness** City, State and Zip Code

### NOTARY ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
 ) (Seal)  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by the undersigned, \_\_\_\_\_, who is personally known to me or  
satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) (Seal)  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by the undersigned, \_\_\_\_\_, who is personally known to me or  
satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT A VISITATION

(Use if only one parent has physical custody of minor child)

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The parties have reached an agreement regarding the visitation schedule as follows:

I. General: The term "minor child" encompasses all children of the parties.

II. Weekdays: (Check if applicable)

- The First Parent  The Second Parent is entitled to unsupervised overnight visitation with the minor child on the following days: (Check all that apply)
- Monday  Tuesday  Wednesday  Thursday  Friday, subject to the following limitations:

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(Optional).

- The First Parent  The Second Parent will pick up the child from school and drop the minor child off at school the next morning.

III. Weekends: (Check if applicable)

- The First Parent  The Second Parent is entitled to: (Check one)

- Weekend visitations with the minor child.  
 Alternating weekend visitations with the minor child.  
 Other: \_\_\_\_\_

Weekend visitations will occur from \_\_\_\_\_:\_\_\_\_\_ AM/PM on (Check one)  Friday  Saturday  Sunday until \_\_\_\_\_:\_\_\_\_\_ AM/PM on (Check one)  Friday  Saturday  Sunday.

IV. Holidays: (Check if applicable)

The First Parent/Second Parent shall exercise holiday visitation periods with the minor child as follows:

a.  First Parent  Second Parent shall have the minor child every year for the following holidays:

- |   |   |
|---|---|
| <input type="checkbox"/> New Year's Day         | <input type="checkbox"/> Fourth of July |
| <input type="checkbox"/> Martin Luther King Day | <input type="checkbox"/> Labor Day      |
| <input type="checkbox"/> President's Day        | <input type="checkbox"/> Columbus Day   |
| <input type="checkbox"/> Spring Break           | <input type="checkbox"/> Veteran's Day  |
| <input type="checkbox"/> Easter                 | <input type="checkbox"/> Thanksgiving   |
| <input type="checkbox"/> Mother's Day           | <input type="checkbox"/> Winter Break   |
| <input type="checkbox"/> Memorial Day           | <input type="checkbox"/> Christmas Eve  |
| <input type="checkbox"/> Father's Day           | <input type="checkbox"/> Christmas Day  |
| <input type="checkbox"/> Summer Break           | <input type="checkbox"/> New Year's Eve |

- Child's Birthday
- Mother's Birthday

- Father's Birthday
- Other: \_\_\_\_\_

b.  First Parent  Second Parent shall have the minor child every ODD numbered year for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Spring Break
- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Summer Break
- Fourth of July
- Labor Day

- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve
- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: \_\_\_\_\_

c.  First Parent  Second Parent shall have the minor child every EVEN numbered year for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Spring Break
- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Summer Break
- Fourth of July
- Labor Day

- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve
- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: \_\_\_\_\_

d. Other visitation details: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The parties agree to mutually confer and agree as to the pick-up and drop-off times of the minor child's holiday visitations as agreed to above.

**V. Miscellaneous:** The parties agree to mutually confer and agree as to the times and dates of the child's visitations with (Check one)  First Parent  Second Parent that is not specifically mentioned herein.

**VI. Right of First Refusal:** (Check one)

In the event **First Parent** is unable to care for the minor child during his/her scheduled visitation time for a period of more than 8 hours, the parties agree that First Parent shall immediately notify and provide the other party the "Right of First Refusal" to care for the minor child. Once First Parent is able to pick up

the minor child from the other party, he/she shall pick up the minor child and continue with the visitation schedule as planned.

In the event **Second Parent** is unable to care for the minor child during his/her scheduled visitation time for a period of more than 8 hours, the parties agree that Second Parent shall immediately notify and provide the other party the "Right of First Refusal" to care for the minor child. Once Second Parent is able to pick up the minor child from the other party, he/she shall pick up the minor child and continue with the visitation schedule as planned.

**VII. Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**PARENTING SCHEDULE**

(Use if parents will share custody of the minor child)

The parties have mutually established the following schedule:

The term "minor child" encompasses all children of the parties.

First Parent shall have the minor child overnight on the following weekdays: (Please check all that apply)

Monday  Tuesday  Wednesday  Thursday  Friday

On these days, First Parent will pick up the minor child from school and return them the next morning.

Second Parent shall have the minor child overnight on the following weekdays: (Please check all that apply)

Monday  Tuesday  Wednesday  Thursday  Friday

On these days, Second Parent will pick up the minor child from school and return them the next morning.

Additional provisions regarding weekday custody:

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III. Weekends: (Please check one)

IV. Holidays: The parties will share custody of the minor child on holidays according to the following schedule:

a. First Parent will have the minor child for the following holidays each year:

I. General:

II. Weekdays:

First Parent

- New Year's Day
- Martin Luther King Day
- President's Day
- Spring Break
- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Summer Break
- Fourth of July
- Labor Day

- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve
- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: \_\_\_\_\_

b. Second Parent shall have the minor child every year for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Spring Break
- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Summer Break
- Fourth of July
- Labor Day

- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve
- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: \_\_\_\_\_

c. First Parent shall have the minor child every ODD numbered year, and Second Parent shall have the minor child every EVEN numbered year for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Spring Break
- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Summer Break
- Fourth of July
- Labor Day

- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve
- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: \_\_\_\_\_

d. First Parent shall have the minor child every EVEN numbered year, and Second Parent shall have the minor child every ODD numbered year for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Spring Break
- Easter

- Mother's Day
- Memorial Day
- Father's Day
- Summer Break
- Fourth of July

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve

- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: \_\_\_\_\_

e. Other details: \_\_\_\_\_

\_\_\_\_\_

The parties agree to collaborate and establish the pick-up and drop-off times for the minor child's holiday schedule as outlined above.

V. Miscellaneous: The parties will also mutually discuss and agree on the times and dates for the child's visitations that are not specifically addressed in this document.

VI. Right of First Refusal: If either party is unable to care for the minor child during their scheduled visitation for more than 8 hours, they shall promptly notify the other party, granting them the "Right of First Refusal" to care for the child. Once either party is available to pick up the minor child from the other, they will do so and proceed with the visitation schedule as planned.

VII. Other: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B**