

CHILD CUSTODY SCHEDULE AGREEMENT (50/50 - ALTERNATING WEEKS)

This Child Custody Schedule Agreement (the "Agreement") is entered into on the _____ day of _____, 20_____, by and between:

I. PARTIES

Parent 1: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____

Email: _____

Parent 2: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____

Email: _____

(Hereinafter collectively referred to as "Parents" and individually as "Parent")

II. CHILDREN

This Agreement pertains to the following minor child(ren): Child's Full Name:

_____ **Date of Birth:** _____

Child's Full Name: _____ **Date of Birth:** _____

Child's Full Name: _____ **Date of Birth:** _____

III. PURPOSE OF AGREEMENT

The Parents desire to establish a clear and consistent schedule for the physical custody of their minor child(ren) to ensure equal parenting time and to provide a stable environment. This Agreement outlines a 50/50 custody schedule based on alternating weeks, along with provisions for holidays, vacations, and other co-parenting responsibilities.

IV. REGULAR CUSTODY SCHEDULE (ALTERNATING WEEKS)

The Parents agree to implement an alternating weekly schedule for the physical custody of the child(ren), ensuring that each Parent has the child(ren) for approximately 50% of the time.

A. **Schedule Commencement:** The alternating weekly schedule shall commence on the _____ day of _____, 20_____.

B. Weekly Exchange:

1. Parent 1 shall have physical custody of the child(ren) for one full week, from [Start Day of Week, e.g., Friday] at [Time, e.g., 5:00 PM] until the following [Start Day of Week, e.g., Friday] at [Time, e.g., 5:00 PM].

2. Parent 2 shall then have physical custody of the child(ren) for the subsequent full week, from [Start Day of Week, e.g., Friday] at [Time, e.g., 5:00 PM] until the following [Start Day of Week, e.g., 5:00 PM].

3. This alternating weekly schedule shall continue indefinitely, with custody exchanging on [Day of Week, e.g., Friday] at [Time, e.g., 5:00 PM].

C. First Week Assignment:

- Parent 1 shall have the first week of custody beginning on the commencement date.
 Parent 2 shall have the first week of custody beginning on the commencement date.

V. HOLIDAY SCHEDULE

The regular alternating weekly schedule shall be superseded by the following holiday schedule. Unless otherwise specified, holiday parenting time shall take precedence over the regular schedule.

A. Major Holidays:

1. New Year's Day:

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
 Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for New Year's Day shall be from [Time, e.g., 9:00 AM] on December 31st until [Time, e.g., 6:00 PM] on January 1st.

2. Martin Luther King Jr. Day:

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
 Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for MLK Day shall be from [Time, e.g., 5:00 PM] on the Friday preceding the holiday until [Time, e.g., 6:00 PM] on the holiday itself.

3. **Presidents' Day:**

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
- Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Presidents' Day shall be from [Time, e.g., 5:00 PM] on the Friday preceding the holiday until [Time, e.g., 6:00 PM] on the holiday itself.

4. **Spring Break (if applicable):**

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
- Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Spring Break shall be for the entire duration of the school's official Spring Break period.

5. **Easter:**

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
- Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Easter shall be from [Time, e.g., 5:00 PM] on the Friday preceding Easter until [Time, e.g., 6:00 PM] on Easter Sunday.

6. **Mother's Day:** The child(ren) shall be with Mother each year.

Custody for Mother's Day shall be from [Time, e.g., 9:00 AM] until [Time, e.g., 7:00 PM] on Mother's Day.

7. **Memorial Day:**

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
- Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Memorial Day shall be from [Time, e.g., 5:00 PM] on the Friday preceding the holiday until [Time, e.g., 6:00 PM] on Memorial Day.

8. **Father's Day:** The child(ren) shall be with Father each year.

Custody for Father's Day shall be from [Time, e.g., 9:00 AM] until [Time, e.g., 7:00 PM] on Father's Day.

9. **Independence Day (July 4th):**

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
- Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Independence Day shall be from [Time, e.g., 9:00 AM] until [Time, e.g., 9:00 PM] on July 4th.

10. **Labor Day:**

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
- Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Labor Day shall be from [Time, e.g., 5:00 PM] on the Friday preceding the holiday until [Time, e.g., 6:00 PM] on Labor Day.

11. Indigenous Peoples' Day/Columbus Day:

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
 Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for this holiday shall be from [Time, e.g., 5:00 PM] on the Friday preceding the holiday until [Time, e.g., 6:00 PM] on the holiday itself.

12. Halloween:

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
 Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Halloween shall be from [Time, e.g., 5:00 PM] until [Time, e.g., 9:00 PM] on October 31st.

13. Veterans Day:

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
 Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Veterans Day shall be from [Time, e.g., 5:00 PM] on the Friday preceding the holiday until [Time, e.g., 6:00 PM] on the holiday itself.

14. Thanksgiving Break:

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
 Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Thanksgiving Break shall be from [Time, e.g., 5:00 PM] on the Wednesday before Thanksgiving until [Time, e.g., 6:00 PM] on the Sunday following Thanksgiving.

15. Christmas Eve (December 24th):

- Parent 1 in even-numbered years; Parent 2 in odd-numbered years.
 Parent 2 in even-numbered years; Parent 1 in odd-numbered years.

Custody for Christmas Eve shall be from [Time, e.g., 10:00 AM] on December 24th until [Time, e.g., 10:00 AM] on December 25th.

16. Christmas Day (December 25th):

- Parent 1 in odd-numbered years; Parent 2 in even-numbered years.
 Parent 2 in odd-numbered years; Parent 1 in even-numbered years.

Custody for Christmas Day shall be from [Time, e.g., 10:00 AM] on December 25th until [Time, e.g., 10:00 AM] on December 26th.

B. Child's Birthday:

The Parent whose regular parenting time includes the child's birthday shall have the child(ren) for the entire day. If the child's birthday falls on an exchange day, the Parent whose time it is shall have the child(ren) for the day. The other Parent shall have the opportunity for a reasonable phone or video call.

C. Parent's Birthday:

The child(ren) shall spend [Number] hours with the celebrating Parent on their birthday, from [Time, e.g., 4:00 PM] to [Time, e.g., 7:00 PM], regardless of whose regular parenting time it is. This time shall not interfere with school or scheduled activities.

D. Holiday Conflicts: In the event of a conflict between the regular alternating weekly schedule and the holiday schedule, the holiday schedule shall take precedence.

VI. VACATION SCHEDULE

A. Notice: Each Parent shall be entitled to [Number, e.g., two (2)] separate vacation periods with the child(ren) each year, not exceeding [Number, e.g., seven (7)] consecutive days per period. Each Parent shall provide the other Parent with at least [Number, e.g., sixty (60)] days' written notice of their desired vacation dates.

B. Objection: If a Parent objects to the proposed vacation dates, they must provide written notice of their objection within [Number, e.g., ten (10)] days of receiving the vacation notice, stating the specific reason for the objection. Parents shall attempt to resolve any conflicts in good faith.

C. Travel: Each Parent may travel with the child(ren) within the United States without the other Parent's consent. For international travel, the express written consent of the other Parent is required, along with a detailed itinerary. Each Parent shall provide the other with contact information and an itinerary for any travel that takes the child(ren) out of state for more than 24 hours.

VII. TRANSPORTATION AND EXCHANGES

A. Exchange Location: The exchange of the child(ren) shall occur at [Specific Location, e.g., the child(ren)'s school, a neutral public location, the current residential parent's home].

Specific Exchange Location: _____

B. Responsibility for Transportation:

The receiving Parent shall be responsible for picking up the child(ren) at the start of their parenting time.

The Parent whose parenting time is ending shall be responsible for dropping off the child(ren) at the start of the other Parent's parenting time.

Parents shall alternate responsibility for transportation, with Parent 1 providing transportation for exchanges in even-numbered weeks and Parent 2 providing transportation for exchanges in odd-numbered weeks.

C. **Punctuality:** Both Parents agree to be punctual for all exchanges. If a Parent anticipates being more than fifteen (15) minutes late, they shall notify the other Parent immediately.

D. **Child's Belongings:** The Parent whose time is ending shall ensure that the child(ren)'s necessary clothing, school materials, medications, and personal belongings are sent with the child(ren) at the time of exchange.

VIII. COMMUNICATION

A. **Parent-to-Parent Communication:** Parents shall communicate with each other respectfully and directly regarding the child(ren)'s welfare, education, health, and activities. Communication shall primarily be via [Method, e.g., phone, text, email, co-parenting app].

Preferred Communication Method: _____

B. **Parent-to-Child Communication:** Each Parent shall facilitate reasonable and regular communication between the child(ren) and the other Parent during their respective parenting times. This includes phone calls, video calls, or other appropriate means.

IX. DECISION-MAKING

A. **Joint Decision-Making:** Parents shall make joint decisions regarding the child(ren)'s education, non-emergency medical care, religious upbringing, and extracurricular activities. Neither Parent shall make unilateral decisions on these matters without consulting the other Parent.

B. **Emergency Decisions:** In the event of a medical emergency, the Parent with physical custody of the child(ren) at that time may make necessary emergency decisions without prior consultation, but shall notify the other Parent as soon as reasonably possible.

X. MEDICAL AND DENTAL CARE

A. **Access to Records:** Both Parents shall have equal access to the child(ren)'s medical, dental, and educational records.

B. **Healthcare Providers:** Each Parent shall keep the other informed of the child(ren)'s current healthcare providers and any significant medical or dental appointments.

XI. MODIFICATIONS

This Agreement may be modified only by a written instrument signed by both Parents. Any modifications shall be attached to and become a part of this Agreement.

XII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ .

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parents concerning the custody and visitation of their minor child(ren) and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

XIV. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

XV. ACKNOWLEDGMENT

Each Parent acknowledges that they have read this Agreement, understand its terms, and voluntarily agree to be bound by them.

IN WITNESS WHEREOF, the Parents have executed this Agreement on the date first written above.

Parent 1 Signature

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

Parent 2 Signature

Print Name: _____

Date: _____ day of _____, 20_____

Address: _____