

## CO PARENTING PLAN

This Parenting Plan ("Plan") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between:

### I. PARTIES

**Mother:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**and**

**Father:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

### II. RECITALS

WHEREAS, the Parents are the natural parents of the minor child(ren) identified below;

WHEREAS, the Parents are separated or divorced and desire to establish a comprehensive plan for the care, custody, visitation, and decision-making responsibilities for their minor child(ren);

WHEREAS, the Parents acknowledge that it is in the best interests of their minor child(ren) to have frequent and continuing contact with both Parents and to share the rights and responsibilities of child-rearing;

WHEREAS, the Parents desire to set forth their agreements regarding the upbringing of their child(ren) to ensure consistency and minimize conflict;

**NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and**

**for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parents agree as follows: III. MINOR CHILD(REN)**

**The minor child(ren) subject to this Plan are:** 1. Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_

2. Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

3. Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Hereinafter individually referred to as "Child" and collectively as "Children").

#### **IV. LEGAL CUSTODY (DECISION-MAKING)**

The Parents shall share joint legal custody of the Children. This means that both Parents shall have equal rights and responsibilities to make decisions regarding the health, education, religious upbringing, and general welfare of the Children.

a. **Major Decisions:** Major decisions affecting the Children's health, education, religious upbringing, and general welfare shall be made jointly by both Parents. Each Parent shall keep the other informed of all significant matters concerning the Children. Major decisions include, but are not limited to:

- \* Non-emergency medical treatment, therapy, or counseling.
- \* Choice of school, tutors, or significant educational programs.
- \* Religious instruction or affiliation.
- \* Participation in significant extracurricular activities or sports.
- \* Obtaining a driver's license or significant travel.
- \* Any change in the Children's surname.

b. **Emergency Decisions:** In the event of an emergency requiring immediate medical attention for a Child, the Parent with the Child at the time of the emergency shall be authorized to make necessary decisions and shall notify the other Parent as soon as reasonably possible.

c. **Information Sharing:** Each Parent shall have full and complete access to all medical, dental, educational, and psychological records of the Children. Each Parent shall be entitled to receive information directly from any health care provider, school, or other professional regarding the Children. Each Parent shall promptly notify the other Parent of any significant events or information concerning the Children, including but not limited to, illnesses, accidents, academic progress, disciplinary issues, or changes in extracurricular activities.

d. **Dispute Resolution for Major Decisions:** In the event the Parents are unable to agree on a major decision regarding the Children, they shall first attempt to resolve the dispute through good faith discussion. If an agreement cannot be reached, the Parents agree to participate in mediation with a mutually agreed-upon mediator before seeking judicial intervention. The costs of mediation shall be shared equally by the Parents.

## V. PHYSICAL CUSTODY (RESIDENTIAL SCHEDULE AND PARENTING TIME)

**The Parents shall share joint physical custody of the Children. The residential schedule for the Children shall be as follows:** a. **Regular Weekly Schedule:**

- \* The Children shall reside with Mother from \_\_\_\_\_ until \_\_\_\_\_ .
- \* The Children shall reside with Father from \_\_\_\_\_ until \_\_\_\_\_ .
- \* The exchange of the Children shall occur on \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_ .
- \* The Parent whose parenting time is commencing shall be responsible for transportation for the exchange, unless otherwise agreed upon in writing.

b. **Holiday Schedule:** The following holiday schedule shall supersede the regular weekly schedule:

- \* **New Year's Day (January 1):** The Parent who has the Children for the Christmas holiday shall have the Children until \_\_\_\_\_ on New Year's Day.
- \* **Martin Luther King, Jr. Day (if school is out):** Alternating, with Mother having the Children in even-numbered years and Father in odd-numbered years.
- \* **President's Day (if school is out):** Alternating, with Father having the Children in even-numbered years and Mother in odd-numbered years.
- \* **Spring Break/Easter:** Alternating, with Mother having the Children in even-numbered years and Father in odd-numbered years. The holiday period shall commence when school is dismissed for the break and end the evening before school resumes.
- \* **Mother's Day:** Mother shall have the Children each Mother's Day weekend from Friday after school until Sunday evening at \_\_\_\_\_ .
- \* **Father's Day:** Father shall have the Children each Father's Day weekend from Friday after school until Sunday evening at \_\_\_\_\_ .
- \* **Memorial Day:** Alternating, with Mother having the Children in even-numbered years and Father in odd-numbered years.
- \* **Fourth of July:** Alternating, with Father having the Children in even-numbered years and Mother in odd-numbered years.

\* **Labor Day:** Alternating, with Mother having the Children in even-numbered years and Father in odd-numbered years.

\* **Thanksgiving Break:** Alternating, with Father having the Children in even-numbered years and Mother in odd-numbered years. The holiday period shall commence when school is dismissed for the break and end the evening before school resumes.

\* **Christmas Break:** The Christmas holiday period shall be divided into two equal halves.

\* In even-numbered years, Mother shall have the Children for the first half, and Father shall have the Children for the second half.

\* In odd-numbered years, Father shall have the Children for the first half, and Mother shall have the Children for the second half.

\* The exchange for Christmas break shall occur at \_\_\_\_\_ on \_\_\_\_\_.

\* **Children's Birthdays:** Each Parent shall have the Children on their respective birthdays if it falls on their parenting time. If it falls on the other Parent's parenting time, the Parents shall make reasonable arrangements for the Child to celebrate with the other Parent, which may include a special dinner or phone call.

\* **Parent's Birthdays:** The Children shall be with the respective Parent on their birthday, if reasonably possible, regardless of the regular schedule.

**c. Vacation Schedule:**

\* Each Parent shall be entitled to \_\_\_\_\_ weeks of uninterrupted vacation time with the Children per calendar year.

\* Each Parent shall provide the other Parent with written notice of their desired vacation dates at least \_\_\_\_\_ days in advance.

\* If there is a conflict in desired vacation dates, the Parent who submitted their request first shall have priority.

\* The vacationing Parent shall provide the other Parent with an itinerary, including contact information and destination, prior to departure.

\* During vacation time, the non-vacationing Parent shall have reasonable telephone or video call access to the Children.

**d. Communication During Parenting Time:**

\* Each Parent shall allow the Children reasonable telephone or video call access to the other Parent during their respective parenting time. Such communication shall not interfere with the Children's sleep, school, or scheduled activities.

\* Parents shall communicate directly with each other regarding the Children's well-being, schedule, and any issues that arise. Communication shall be respectful and child-focused.

e. **Transportation:** Unless otherwise specified, the Parent whose parenting time is commencing shall be responsible for picking up the Children. Both Parents shall ensure the Children are ready for exchange at the agreed-upon time and location.

## VI. CHILD SUPPORT

Child support shall be governed by a separate Child Support Order issued by the court on \_\_\_\_\_ or by a separate agreement dated \_\_\_\_\_. This Parenting Plan does not modify or supersede any existing child support order or agreement.

## VII. HEALTH INSURANCE AND UNREIMBURSED MEDICAL EXPENSES

a. **Health Insurance:** \_\_\_\_\_ shall maintain health insurance coverage for the Children as long as such coverage is available at a reasonable cost through their employment or otherwise. The Parents shall share equally in the cost of any premiums for the Children's health insurance not covered by employment.

b. **Unreimbursed Medical Expenses:** All unreimbursed medical, dental, orthodontic, optical, psychological, and prescription expenses for the Children shall be shared by the Parents as follows:

\* Mother shall pay \_\_\_\_\_ %

\* Father shall pay \_\_\_\_\_ %

\* The Parent incurring the expense shall provide the other Parent with documentation of the expense and proof of payment within \_\_\_\_\_ days of payment. The other Parent shall reimburse their share within \_\_\_\_\_ days of receiving such documentation.

## VIII. EDUCATION

a. **School Enrollment:** The Children shall be enrolled in schools within the \_\_\_\_\_ school district. Any change in school district or school enrollment shall be a major decision requiring joint agreement of both Parents.

b. **Parental Involvement:** Both Parents shall have the right to participate in school activities, parent-teacher conferences, and to receive all school-related information directly from the school. Each Parent shall ensure the Children complete their homework and maintain good academic standing.

## IX. EXTRACURRICULAR ACTIVITIES

The Parents shall jointly decide on the Children's participation in extracurricular activities. The costs associated with such activities shall be shared equally, unless otherwise agreed upon in writing. Both Parents shall cooperate to ensure the Children's attendance and participation in agreed-upon activities, including transportation.

## **X. RELOCATION**

Neither Parent shall relocate the Children's primary residence more than \_\_\_\_\_ miles from their current residence without the prior written consent of the other Parent or a court order. If a Parent desires to relocate, they shall provide the other Parent with at least \_\_\_\_\_ days' written notice of their intent to relocate, including the new address and reasons for the relocation.

## **XI. GENERAL PROVISIONS**

- a. **No Negative Comments:** Each Parent agrees not to make negative comments about the other Parent, their family, or their friends in the presence of the Children or allow others to do so.
- b. **New Partners/Spouses:** Each Parent shall exercise discretion and good judgment in introducing new partners or spouses to the Children and shall ensure that such introductions occur in a manner that is sensitive to the Children's emotional well-being.
- c. **Passport and Travel:** If a Child requires a passport for travel, both Parents shall cooperate in obtaining it. Neither Parent shall take the Children out of the country without the prior written consent of the other Parent or a court order, except in cases of emergency.

## **XII. DISPUTE RESOLUTION**

In the event of any dispute arising under this Plan, the Parents agree to first attempt to resolve the dispute through good faith negotiation. If negotiation is unsuccessful, the Parents agree to participate in mediation with a mutually agreed-upon mediator. The costs of mediation shall be shared equally. If mediation is unsuccessful, either Parent may seek judicial intervention.

## **XIII. MODIFICATION OF PLAN**

This Plan may be modified only by a written agreement signed by both Parents or by order of a court of competent jurisdiction.

**XIV. MISCELLANEOUS PROVISIONS**

a. **Governing Law:** This Plan shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

b. **Entire Agreement:** This Plan constitutes the entire agreement between the Parents regarding the custody, care, and parenting time of the Children and supersedes all prior discussions, negotiations, and agreements, whether oral or written, between the Parents concerning these matters.

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

d. **Waiver:** The failure of either Parent to enforce any provision of this Plan shall not be construed as a waiver of any subsequent breach of the same or any other provision.

e. **Headings:** The headings used in this Plan are for convenience only and shall not affect the interpretation or construction of any provision herein.

f. **Counterparts:** This Plan may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g. **Successors and Assigns:** This Plan shall be binding upon and inure to the benefit of the Parents and their respective heirs, executors, administrators, and permitted assigns.

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

**MOTHER**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Address:** \_\_\_\_\_

**FATHER**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Address:** \_\_\_\_\_