

**CAO FL-3
PARENTING PLAN**

_____ (Father) and _____ (Mother)

Case No. _____

This Parenting Plan is submitted to the court:

- with the agreement of both parents **or**
 by _____ without the agreement of the other parent.

The name(s) and birth date(s) of each child under the age of eighteen (18) years is/are:

<u>Name</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____

1. PARENT RESPONSIBILITIES

The well-being and needs of each child are a major concern. When each child is in a parent's physical custody, the parent will provide each child with regular and nutritious food, and clean, appropriate clothing. Decision making is an important part of parenting and the parent who has each child in his/her care shall make decisions about each child's day-to-day care. We will encourage each child to communicate with the other parent.

2. LOVE AND AFFECTION

Each parent shall encourage love and affection between each child and the other parent. Neither parent shall do anything, nor permit any other person residing in their household to do anything, which would alienate a child from the other parent or distort each child's opinion of the other parent or impair each child's love and respect for the other parent.

3. INFORMATION SHARING

We will keep each other informed at all times of our current address and telephone number. We will keep each other informed of the names and contact information for school and for the work related child care and health care providers. Prior to any child leaving town longer than _____ days, each of us will notify the other parent at least _____ days in advance about the child's plans, including date of departure, date of return, destinations, phone where the child can be reached, and airline flight numbers and times if flying.

To protect each child from any conflict between us and to keep each child out of the middle, we will not:

- question a child about the other parent's personal life;
- listen in on a child's conversations on the telephone with the other parent;
- say negative or critical things about the other parent any time a child can hear;
- send messages to the other parent through a child;
- argue or fight in front of a child.

4. READINESS

Each parent shall be responsible to have each child ready and promptly available for all custody exchanges – both pick-up and drop-off. Parents will arrive within _____ minutes of the time they are scheduled for the exchange. If an unavoidable delay occurs, the delayed parent shall contact the other parent immediately. We will deliver and return each child's personal belongings at the same time we exchange each child. We will assist a young child to remember to take the personal belongings and school supplies s/he needs.

5. PARENTING SCHEDULE

(Include specific days and times. It is easier to start with the parent with fewer overnights. For example: "Each child will be in Mother's care on the weekends beginning on the 1st, 3rd and 5th Fridays of each month from Friday at 6PM to Sunday at 7PM and Wednesday from 5PM to 7PM." Then simply write on the other parent's section, "Each child will be in Father's care at all times when not in Mother's care.")

(A) Except for holidays selected (next page), summer, or school breaks, the parenting schedule is as follows:

Time in Father's care: _____

Time in Mother's care: _____

(B) During the summer or school break, our parenting schedule will stay the same as the above parenting schedule (if box is checked, do not complete the summer schedule below) **or**

Time in Father's care: _____

Time in Mother's care: _____

6. EXCHANGES AND TRANSPORTATION

(A) The parent who is receiving each child will pick him/her/them up or arrange to have him/her/them picked up. **or**

(B) To protect each child from our conflict, we will keep our conversations very short and calm at exchanges. We shall treat each other with dignity and respect. If we are unable to remain calm and civil with each other, we will limit our conversation with each other to a polite "hello" and "good-bye."

The parent or their designated substitute will remain in their vehicle and the other parent will remain in their house during drop off and pick up of each child.

7. HOLIDAY SCHEDULE

(Write the "Day" (date or day of the week) and "Time" (hour) the child(ren) will begin their time with mother or father under the heading "Begin" and the "Day" (date or day of the week) and "Time" (hour) the child(ren) will end the time with that parent under the heading "End.") For example: "THANKSGIVING Begin Day and Time" write "Wednesday 5:00 pm. " End Day and Time" write Sunday 6:00 pm. Write "Mom" or "Dad" under the headings "Even Years" & "Odd Years".)

We will follow the regular parenting schedule for any holidays that are left blank or are crossed off. Where the Holiday start time is prior to the release of school, the holiday starts when school lets out.

SPECIAL DAYS <small>(Check the box <input type="checkbox"/> for the holidays you want to address).</small>	Day <u>Begin</u> and Time	Day <u>End</u> and Time	Even Years Dad or Mom	Odd Years Dad or Mom
<input type="checkbox"/> *Martin Luther King				
<input type="checkbox"/> *Presidents' Day				
<input type="checkbox"/> Spring Break				
<input type="checkbox"/> Easter				
<input type="checkbox"/> Mother's Day				
<input type="checkbox"/> *Memorial Day				
<input type="checkbox"/> Father's Day				
<input type="checkbox"/> Fourth of July				
<input type="checkbox"/> *Labor Day				
<input type="checkbox"/> Halloween				
<input type="checkbox"/> Thanksgiving Break				
<input type="checkbox"/> December 24				
<input type="checkbox"/> December 25				
<input type="checkbox"/> New Year's Day				
<input type="checkbox"/> 1st Part Christmas				
<input type="checkbox"/> 2 nd Part Christmas				
<input type="checkbox"/> Each Child's Birthday(s)				

(*Holidays that are observed on Monday)

The holiday schedule for December 24 and December 25 above takes priority over the Christmas Break Schedule.

If the holiday schedule results in a child spending 3 weekends in a row with the same parent, the other parent will have the child the weekend following the holiday weekend. This will usually result in each parent having each child for 2 weekends in a row.

8. POLICY FOR SCHEDULING CHANGES AND EXTRACURRICULAR ACTIVITIES

In the event occasional scheduling changes need to be made, a request for such change will be made as soon as possible and at least _____ hours in advance. Requests may need to be refused from time to time. Neither parent will schedule any activities for a child that interferes with the other parent's scheduled time without consulting with the other parent and obtaining his/her written/electronic consent in advance.

When a child is ill during a scheduled block of parenting time and cannot be with the other parent, this time will be made up as soon as possible.

9. VACATION

Each parent will have the option for _____ days of vacation time with each child each calendar year with _____ days advance written or electronic notice to the other parent. We will discuss with the other parent our vacation plans with each child. If there is a conflict over vacation:

Mother will have priority for vacation in even-numbered odd-numbered years.

Father will have priority for vacation in even-numbered odd-numbered years.

Holidays will have priority over vacation time.

10. RELOCATION BY PARENT

We agree that a move by either parent of more than _____ miles from _____ will make this plan impractical or unworkable. Therefore, neither parent will make such a move with a child without our mutual written agreement or a decision by the court that it is in a child's best interest to move. We agree that a new parent plan will be made if a move occurs.

In the event we consent to such a move for a child, we agree that the cost of transporting each child between our two homes will be paid by the moving parent.

11. EDUCATION

We will support each child's education by:

- Major decisions about education will be made by both Mother and Father **or** Father Mother (check one).
- Mother will be identified as "Mother" and Father will be identified as "Father" on school registration and other official school documents.
- We will communicate with each other regarding each child's educational needs.

Unless there is a court order stating otherwise:

- We agree to tell one another about upcoming parent/teacher conferences. If one parent is unable to attend a conference, the attending parent will provide the absent one with verbal and/or written information.
- Each of us will take responsibility for communicating with each child's school.
- Both parents have equal rights to inspect and receive each child's school records, and both parents are encouraged to consult with school staff concerning each child's welfare and education.
- Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning each child.

12. SAFETY

We will not compromise the safety of our child(ren). Further, we will:

- Not leave a child alone or unattended until the age of _____ years, except when the child is at school or in known or usual recreational activities or in the immediate care of another competent person. (For example: Put in the age you feel it is acceptable to leave a child alone or unattended, such as after school or to run to the grocery store.)
- Not operate a vehicle when impaired by alcohol or drugs when a child is in the vehicle or use drugs or alcohol carelessly when a child is in our care.
- Provide and use child safety restraints when driving a child as required by law.
- _____

13. HEALTH CARE

We will support each child's health by:

- We will give each other at least 72 hours notice of all scheduled medical, dental, optical, orthodontic, special education, counseling appointments, and the purpose for the appointment.
- Each parent shall instruct each child's health care providers to list both parents on the health records.
- We will communicate with each other on major health care for each child.
- Each parent has the right to a child's medical information and records.
- Each parent is responsible to provide each child with regular health, optical and dental care.
- Each parent shall make sure each child takes his/her prescription medications as prescribed.

All non-emergency health care decisions such as medical, dental, optical, orthodontic, special education, and counseling, including choice of providers, will be made by both Mother and Father **or** Father Mother (check one).

To provide each child with consistency, each of us shall use the same health care providers for each child. In emergencies, each parent can consent to emergency medical treatment for a child as needed. We shall immediately notify the other parent whenever a child has an illness, accident or injury requiring hospitalization or emergency treatment by a physician. The intent is to take care of the medical emergency first and communicate with the other parent as soon as possible.

Health insurance coverage for each minor child will be provided by the parent who has health insurance available at a reasonable cost as a benefit of his/her employment.

The parent that has health, dental or vision insurance coverage for each child shall provide the other parent with a subscriber card, copies of coverage information, and the preferred providers list, if any.

Within thirty (30) days of receipt, the parent with insurance shall provide the other parent with copies of each explanation of benefits (EOB) form received.

Any non-emergency health care for a child, whether or not covered by insurance, that would result in an actual out-of-pocket expense of over \$500 to the parent who did not incur or consent to the expense must be approved in advance, in writing, by both parents or by prior court order. (Note: The court may consider whether consent for out-of-pocket expenses in excess of \$500 was unreasonably requested or withheld and order payment of the incurred expense in some percentage other than the Guideline income.)

14. CHILD CARE

The work-related child care provider shall be chosen by Mother Father both parents (check one).

If occasional (not work-related) child care is needed for more than ____ hours, we are **or** are not required to offer the other parent the chance to provide this care before seeking someone else to care for a child. The parent on duty shall make any needed occasional child care arrangements and pay any costs.

15. OTHER AGREEMENTS REGARDING OUR CHILD(REN)

Attorney Fees: We understand that if the court finds one of the parents is in willful disobedience of a provision of this Parenting Plan, then the parent seeking to enforce that provision may be entitled to costs and a reasonable attorney's fee at the discretion of the court.

Complete Agreement: By signing this Parenting Plan, we state that this written agreement contains the entire understanding of both parents and no earlier written or verbal agreements are enforceable.

Voluntary Execution: By signing this Parenting Plan, we acknowledge we enter into this Parenting Plan freely, voluntarily and without any duress or undue force, pressure or influence and intending to be legally bound by the agreement. Each of us is aware we are entitled to obtain legal counsel concerning any questions we have about this agreement before we sign it.

Duration: Once this Parenting Plan is made an order of the court, by agreement or by default judgment, it remains in effect unless modified by court order.

We understand our signed Parenting Plan (or a copy) will: (check all that apply)

Serve as our interim parenting arrangement until a custody/visitation order is signed by the judge.

Be delivered to our judge to be merged and incorporated into the final order in our case, at the discretion of the judge.

Date: _____

Signature of Mother

Date: _____

Signature of Father