

PARENTING PLAN

Parents' names: _____ and

Case No. _____

This Parenting Plan is submitted to the court:

With the agreement of both parents.

By _____ without the agreement of the other parent.

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

Name

Date of Birth

_____	_____
_____	_____
_____	_____
_____	_____

Although we will not be living together, in general the best arrangement for our child/ren is to have frequent and continuing contact with both parents. The well-being and needs of our child/ren are a major concern. When the child/ren is/are in either parent's physical custody, each parent will provide the child/ren with (1) regular and nutritious food, (2) clean and appropriate clothing, and (3) appropriate medical examinations and treatment. Decision making is an important part of parenting and the parent who has the child/ren in their care shall make decisions about the child/ren's day-to-day care and control. As our child/ren grow/s and change/s and our life situations change, we shall be flexible and cooperative and communicate so we can continue to meet the needs of our child/ren.

In addition, when caring for the child/ren, each parent shall:

- Require the child/ren to obey and respect the child/ren's teachers and the law.
- Require the child/ren to attend all regular sessions of school until graduation, unless excused by medical reasons, the school, the court or both parents.
- _____

EXCEPT FOR THE HOLIDAYS SELECTED BELOW, OUR PARENTING SCHEDULE WILL BE:

(list days, evenings, overnights, times of day)

Our child/ren will be with Mother:

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

WINTER/CHRISTMAS SCHOOL BREAK will be divided as follows:

First Part, from _____ o'clock ____m. on _____ until _____ o'clock ____m. on _____, the child/ren will be with _____.

Second Part, from _____ o'clock ____m. on _____ until _____ o'clock ____m. on _____, the child/ren will be with _____.

_____ **or**

SPRING BREAK is defined as the following time period _____ Our child/ren will spend SPRING BREAK as follows:

EDUCATION:

Each of us will take responsibility for communicating with our child/ren's schools, to remain informed and to attend conferences with our child/ren's teachers and counselors. We will authorize our child/ren's schools to release any and all information to either parent. Major decisions about education will be made by: [] both mother and Father or [] Mother [] Father.

COMMUNICATION:

During separation from our child/ren, we will maintain frequent contact with our child/ren by phone, letter, postcards, video, electronically or audio tapes. Each parent will respect their child/ren's right to privacy to such communication. We will encourage our child/ren to communicate frequently with the other parent and we will help our young child/ren to communicate with the other parent. We will inform the other parent of the address and telephone number where our child/ren can be reached anytime s/he is away from home for more than [] 48 hours **-or-** _____ hours. Each of us will provide the other parent with our current address and telephone number to allow us to communicate with and about our child/ren.

To protect our child/ren from any conflict between us, neither of us will question our child/ren about the other parent and neither of us will not speak negatively about the other parent any time our child/ren can hear. We will communicate directly with each other and not through our child/ren and will focus our discussions on the child/ren.

SAFETY:

We will not compromise the safety of our child/ren. Further, we will

- Personally supervise and control the conduct and activities of a child under 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.
- Not operate a vehicle when impaired by alcohol or drugs when our child/ren is in the vehicle or use alcohol carelessly when our child/ren is in our care.
- Provide and use child safety restraints for our child/ren as required by law.
- _____

LOVE AND AFFECTION:

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

READINESS:

The child/ren shall be ready and promptly available for all custody exchanges. The child/ren shall be exchanged with sufficient clean clothing appropriate for ordinary activities. We will arrive on time (no more than 10 minutes early or late) to exchange our child/ren, and we will deliver our child/ren's personal belongings at the same time we exchange our child/ren. We will assist our young child/ren to remember to take the personal belongings and school supplies s/he needs.

HEALTH CARE:

The child/ren shall be provided with regular health, optical and dental care and each parent shall make sure our child/ren take(s) his/her prescription medications as directed.

- In emergencies, each parent can consent to emergency medical treatment for our child/ren as needed. The intent is to take care of the medical emergency first and communicate with the other parent as soon as possible.
- We will communicate with each other on major health care for our child/ren.
- Each parent shall instruct our child/ren's health care providers to list both parents on the health records.
- Each parent has the right to the child/ren's medical information and records.
- Non-emergency health care decisions will be made by: *(for each type of care, place an "X" under "Mother", "Father" or "Both Parents")*

Type of Care	By Mother	By Father	By Both Parents
Medical	_____	_____	_____
Dental	_____	_____	_____
Optical	_____	_____	_____
Orthodontic	_____	_____	_____
Psychiatric	_____	_____	_____
Psychological	_____	_____	_____
Special Education	_____	_____	_____
Addiction Treatment	_____	_____	_____
Counseling	_____	_____	_____

Any health care for the child/ren, 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 Guidelines Income.)**

CHILD CARE:

The **work-related child care provider** shall be chosen by []Mother []Father []both parents.

If occasional (not work-related) child care is needed, we [] shall be [] are not required to offer the other parent the chance to provide this care before seeking someone else to care for our child/ren. The parent who has physical custody shall make any needed occasional child care arrangements and pay any costs.

TRANSPORTATION:

[] The parent who is receiving our child/ren will pick him/her/them up or arrange to have him/her/them picked up.

Or [] _____

The actual **COSTS** of transporting our children beyond _____ miles shall be paid by each parent in the following percentages: _____% mother _____% father.

RELOCATION BY PARENT:

Neither parent shall move our child/ren more than _____ miles without our mutual written agreement or a court order.

We shall give each other at least _____ days written notice when a decision to move is made. The written notice shall contain:

- The new address and mailing address, as soon as it is known
- Telephone number, as soon as it is known
- Date move will be made.
- _____

OTHER AGREEMENTS REGARDING OUR CHILD/REN:

[] **Attorney Fees:** 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 is 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 unsigned Parenting Plan (or a copy) will be delivered to our attorney(s) for review.

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 case 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

STATE OF IDAHO)
 : ss
County of _____)

On this _____ day of _____, _____, before me, a notary public in and for the State, personally appeared _____, identified to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date last above written.

Notary Public for Idaho
Residing At _____
My Commission Expires _____

STATE OF IDAHO)
 : ss
County of _____)

On this _____ day of _____, _____, before me, a notary public in and for the State, personally appeared _____, identified to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date last above written.

Notary Public for Idaho
Residing At _____
Commission Expires _____