

CAUSE NO. \_\_\_\_\_

IN THE MATTER OF THE MARRIAGE OF/  
IN THE INTEREST OF

\_\_\_\_\_  
and  
\_\_\_\_\_

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IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

PARENTING PLAN OF

\_\_\_\_\_

## PARENTING PLAN

**Proposed Parenting Plan of:**

- Mother**
- Father**
- Both Parents**
- Court Ordered Parenting Plan**
- Preliminary - For Temporary Orders**
- Final - For Final Judgment**

*Parents:*

Mother's Name: \_\_\_\_\_  
Mother's Home Address: \_\_\_\_\_  
Mother's Home Phone Number: \_\_\_\_\_  
Mother's Work Address: \_\_\_\_\_  
Mother's Work Phone Number: \_\_\_\_\_  
Mother's email Address: \_\_\_\_\_

Father's Name: \_\_\_\_\_  
Father's Home Address: \_\_\_\_\_  
Father's Home Phone Number: \_\_\_\_\_  
Father's Work Address: \_\_\_\_\_  
Father's Work Phone Number: \_\_\_\_\_  
Father's email Address: \_\_\_\_\_

*Children:*

	<u>Name</u>	<u>Date of Birth</u>	<u>Age</u>	<u>Gender</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

**Preference shall be given to carrying out this Parenting Plan**

*Jurisdiction:*

- Father and  Mother declare(s) that there are no child custody proceedings pending in any other jurisdiction at the time this application is made.
  
- Father and  Mother declare(s) that no one other than they has made a claim or has a claim to custody of the child/ren subject to this order in any jurisdiction, other than in the case in which this application is made.

Father and  Mother consent(s) to the court's jurisdiction over the legal and physical custody of their child/ren.

Attached are any prior orders affecting the legal and physical custody of the child/ren.

*Decision Making Rights and Responsibilities:*

Mother  Father, after giving due consideration to all relevant factors, believe that it is in the best interests of their unemancipated child/ren that the parents have shared decision-making responsibility for major decisions that affect the child/ren.

Each parent shall make decisions regarding the day-to-day care and control of the child/ren while the child/ren is/are with that parent. Either parent may make emergency decisions affecting the health or safety of the child/ren who is/are currently with that parent.

The parents shall confer with each other and share decision-making authority with a view toward arriving at major decisions that promote the best interest of their child/ren.

Neither parent shall unreasonably withhold consent in making such joint decisions nor shall either parent make a major change in the child/ren's situation without agreement of the other parent.

A failure to agree shall permit either parent to initiate the dispute resolution measures below agreed to by the parents in this Parenting Plan.

Mother  Father shall have the right to receive information from any other conservator of the child concerning the health, education, and welfare of the child.

Mother  Father shall have the right to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the child.

Mother  Father shall have the right of access to medical, dental, psychological, and educational records of the child.

Mother  Father shall have the right to consult with a physician, dentist, or psychologist of the child.

Mother  Father shall have the right to consult with school officials concerning the child's welfare and educational status, including school activities.

Mother  Father shall have the right to attend school activities.

Mother  Father shall have the right to be designated on the child's records as a person to be notified in case of an emergency.

Mother  Father shall have the right to consent to medical, dental, and surgical treatment during an emergency involving an immediate danger to the health and safety of the child.

Mother  Father shall have the right to manage the estate of the child to the extent the estate has been created by the parent or the parent's family.

Mother  Father shall have the duty of care, control, protection, and reasonable discipline of the child.

Mother  Father shall have the duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure.

Mother  Father shall have the right to consent for the child to medical and dental care not involving an invasive procedure.

Mother  Father shall have the right to direct the moral and religious training of the child.

#### *Exclusive Decision Making Rights*

One party should be designated to make specific decisions. These decision-making areas shall be listed below.

It is in the best interest of the child/ren that:

the parents consult about making any decision, but all final decisions can be made by:  Mother  Father

Mother shall have sole authority to make the following decisions:

the exclusive right to designate the primary residence of the child;

the exclusive right to consent to medical, dental, and surgical treatment involving invasive procedures and to consent to psychiatric and psychological treatment of the child;

the exclusive right to receive and give receipt for periodic payments for the support of the child and to hold or disburse these funds for the benefit of the child;

- the exclusive right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
- the exclusive right to consent to marriage and to enlistment in the armed forces of the United States;
- the exclusive right to make decisions concerning the child's education;
- except as provided by section 264.0111 of the Texas Family Code, the exclusive right to the services and earnings of the child;
- except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the exclusive right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and
- the exclusive duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parents.
- Father shall have sole authority to make the following decisions:
  - the exclusive right to designate the primary residence of the child;
  - the exclusive right to consent to medical, dental, and surgical treatment involving invasive procedures and to consent to psychiatric and psychological treatment of the child;
  - the exclusive right to receive and give receipt for periodic payments for the support of the child and to hold or disburse these funds for the benefit of the child;
  - the exclusive right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child;
  - the exclusive right to consent to marriage and to enlistment in the armed forces of the United States;
  - the exclusive right to make decisions concerning the child's education;
  - except as provided by section 264.0111 of the Texas Family Code, the exclusive right to the services and earnings of the child;

- except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the exclusive right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government; and
- the exclusive duty to manage the estate of the child to the extent the estate has been created by community property or the joint property of the parents.
- All other major decisions shall be made jointly.
- Each parent shall be responsible for getting records and reports directly from school and medical care providers.
- Both parents shall be listed as "emergency contacts" for the child/ren.
- Parents shall always let each other know their current addresses, home, work and emergency telephone numbers and shall notify each other in writing \_\_\_\_\_ before and within \_\_\_\_\_ hours/days of any changes.
- Unless otherwise noted, the parents shall confer with each other concerning non-emergency medical, psychological, counseling, optical, dental or orthodontic care.

STATUTORY WARNING: IT IS A REQUIREMENT THAT PARENTS SHALL EACH HAVE THE FOLLOWING DUTIES:

1. THE DUTY TO INFORM THE OTHER CONSERVATOR OF THE CHILD IN A TIMELY MANNER OF SIGNIFICANT INFORMATION CONCERNING THE HEALTH, EDUCATION, AND WELFARE OF THE CHILD; AND

2. THE DUTY TO INFORM THE OTHER CONSERVATOR OF THE CHILD IF THE CONSERVATOR RESIDES WITH FOR AT LEAST THIRTY DAYS, MARRIES, OR INTENDS TO MARRY A PERSON WHO THE CONSERVATOR KNOWS IS REGISTERED AS A SEX OFFENDER UNDER CHAPTER 62 OF THE CODE OF CRIMINAL PROCEDURE OR IS CURRENTLY CHARGED WITH AN OFFENSE FOR WHICH ON CONVICTION THE PERSON WOULD BE REQUIRED TO REGISTER UNDER THAT CHAPTER. IT IS ORDERED THAT THIS INFORMATION SHALL BE TENDERED IN THE FORM OF A NOTICE MADE AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE FORTIETH DAY AFTER THE DATE THE CONSERVATOR OF THE CHILD BEGINS TO RESIDE WITH THE PERSON OR ON THE TENTH DAY AFTER THE DATE THE MARRIAGE OCCURS, AS APPROPRIATE. IT IS ORDERED THAT THE NOTICE MUST INCLUDE A DESCRIPTION OF THE OFFENSE THAT IS THE BASIS OF THE PERSON'S REQUIREMENT TO REGISTER AS A SEX OFFENDER OR OF THE OFFENSE WITH WHICH THE PERSON IS CHARGED. WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE PERSON FAILS TO PROVIDE THIS NOTICE.

WARNING: EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT, DRIVER'S LICENSE NUMBER, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY ON OR BEFORE THE 60TH DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE 60-DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EACH OTHER PARTY, THE COURT, AND THE STATE CASE REGISTRY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

*Domicile Restriction*

- The child/ren's residence shall be restricted to Tarrant and contiguous counties.
- The child/ren's residence shall be restricted to Tarrant County.
- The child/ren's residence shall be restricted to \_\_\_\_\_ school district .
- The child/ren's residence shall not be restricted.

*Education:*

The child/ren shall be enrolled in the following programs:

- Child care \_\_\_\_\_
- Pre-school \_\_\_\_\_
- Elementary school \_\_\_\_\_
- Middle school \_\_\_\_\_
- High school \_\_\_\_\_
- College \_\_\_\_\_
- Before or after school at \_\_\_\_\_

- Study abroad \_\_\_\_\_
  - Summer school \_\_\_\_\_
  - Special education or tutoring or enrichment programs \_\_\_\_\_
  - Home school \_\_\_\_\_
  - Other: \_\_\_\_\_
- No changes in enrollment or participation shall be made without the consent of both parents.

*Medical Information:*

- If there is a dispute regarding the medical, psychological, counseling, optical, dental, or orthodontic care of the child/ren the parents shall defer to the child/ren's present health care provider and follow his/her advice including the selection of other health care providers.
- The parent arranging a routine medical examination shall give the other parent \_\_\_\_\_ days notice in advance of the appointment so that the other parent can attend the examination if desired.
- If either parent has any knowledge of any illness, accident, hospitalization or other circumstance seriously affecting the health of the child/ren, that parent shall immediately notify the other parent.

*Extracurricular Activities:*

- Each parent shall determine the child/ren's non-recurring organized activities, special training and social events while residing with that parent.
- Unless the parents otherwise agree neither shall give permission to the child/ren to engage in social activities that occur while the child/ren is/are with the other parent.
- The parents shall agree before enrolling the child/ren in organized activities such as sports teams, lessons or special training which occur even partially during the other parent's time with the child/ren.
- Each parent shall make a good faith effort to give information to the other parent about events and organized activities in the child/ren's life/lives including school programs, concerts, award ceremonies, plays, sports events, birthday parties, sleepovers, and other activities in which the child/ren is/are participating.

The child/ren shall be involved in the following activities:

\_\_\_\_\_

If the child/ren enroll(s) him/her/their self/ves in an extra-curricular activity, each parent shall make an effort to continue that activity for the child/ren, unless both parents agree it is in the best interest of the child/ren to stop.

The parents agree that each of them will ensure the presence of the child/ren at the agreed upon organized activities: \_\_\_\_\_

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

*Religion:*

The child/ren's religious upbringing and training shall be as follows:

\_\_\_\_\_

Each parent has the right to expose the child/ren to a particular religion as he/she sees fit.

The parents wish to make these arrangements for future religious events in child/ren's life: \_\_\_\_\_

*Other Issues:*

**Names:** The child/ren shall be known only by the following name(s):

\_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_ If either parent wishes to use another name for the child/ren, the parents must  confer  agree or obtain a court order.

The parents shall be referred to as \_\_\_\_\_ and \_\_\_\_\_, by the other parent or any other party involved in the child/ren's life/lives.

Other parties \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ shall be referred to as \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**Driving:** In order for the child/ren to obtain a driver's license, use a car, purchase a vehicle or use other vehicles such as motorcycles or all terrain vehicles, the parents must  confer  agree.

**Firearms:** Before the child/ren may use a firearm, engage in hunting or target practice, the parents must  confer  agree.

**Cosmetic Surgery, body piercing, tattooing:** Before either parent consents to cosmetic surgery, body piercing or tattooing, the parents must  confer  agree.

**Child's Employment:** Before the child/ren becomes employed, the parents must  confer  agree.

**Entertainment:** Before the child/ren is/are allowed to view "R" - rated movies or have unsupervised access to the internet, the parents must  confer  agree.

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

*Scheduling:*

The responsibility for the physical care and immediate, day-to-day supervision of the child/ren is as follows:

*School Calendar:*

No later than \_\_\_\_\_ (date) of each year,  Father  Mother shall obtain the school calendar for the next year and shall mark it or another yearly calendar with Father's time and Mother's time for the school year, holidays and summer under this agreement and give a copy to the other parent. The parents shall discuss any differences by \_\_\_\_\_ (date) and the parents shall reach an agreement or use the dispute resolution provisions below by \_\_\_\_\_ (date). This is the calendar that shall be in effect for the following year, unless changes are otherwise agree to by the parties in writing.

Each parent shall be solely responsible for obtaining a copy of the school calendar for the next year. Should school activities interfere with a parent's plans during a period of possession, the parent's shall discuss any proposed changes to the schedule of possession at least \_\_\_\_\_ week(s) prior to the conflict. Should the parents not reach an agreement they shall use the dispute resolution provisions below by \_\_\_\_\_ week(s) prior to the conflict.

*Periods of Possessions and Access:*

The parties shall have possession and access of the child at all times mutually agreeable by the parties.

If the parties do not agree to times of possession and access to the child, possession and access to the child shall be as follows:

Regular Schedule

If a weekend plan has been chosen, then on any "no school" days, such as teacher in-service days, the child/ren will stay with the parent who had responsibility for care on the preceding overnight.

If school is cancelled unexpectedly the parent who was responsible for the child/ren the preceding overnight shall continue to be responsible during that day when school would otherwise be in session.

If the child/ren is/are ill the parent who was responsible for the child/ren the preceding overnight shall continue to be responsible during the time the child/ren would otherwise be in school or day care.

If a parent is deployed in military service outside the United State the following person is designated as the person who may exercise possession of the child(ren) on the first weekend of each month beginning at 6:00P.M. on the first Friday of each month and ending at 6:00 P.M. on the Sunday immediately following each such Friday:

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When Parents reside 100 miles or less apart  Mother  Father shall have the right to possession of the child/ren as follows:

a.

1. Weekends–

On weekends on the first, third and fifth Friday of each month, beginning at:

- 6:00 P.M., or
- the time the child/ren’s school is regularly dismissed, or
- other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.

and ending at:

- 6:00 P.M. on the following Sunday, or
- the time the child/ren’s school resumes after the weekend

If a weekend period of possession begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, that weekend period of possession shall begin on Thursday at:

- 6:00 P.M., or
- the time the child/ren’s school is regularly dismissed, or
- other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.

If a weekend period of possession ends on or is immediately followed by a Monday that is a school holiday during the regular school term or a federal, state or local holiday during the summer months when school is not in session, that weekend period of possession shall end at:

- 6:00 P.M. on the Monday school holiday, or
- the time the child/ren's school resumes after the weekend

2. Alternate Weekends

- Alternate weekends from Friday \_\_\_\_pm to Monday \_\_\_\_ am/school.
- Alternate weekends from Friday \_\_\_\_pm to Sunday \_\_\_\_pm.
- Alternate weekends from Saturday \_\_\_\_\_am to Sunday \_\_\_\_pm
- Alternate weekends from: \_\_\_\_\_

3. Every Weekend

- Every weekend from Friday \_\_\_\_pm to Monday \_\_\_\_ am/school.
- Every weekend from Friday \_\_\_\_pm to Sunday \_\_\_\_pm.
- Every weekend from Saturday \_\_\_\_\_am to Sunday \_\_\_\_pm.
- Every weekend from: \_\_\_\_\_

4. Split every week:

- Father  Mother from Saturday at \_\_\_\_\_pm to Wednesday drop off at school and the other parent from Wednesday after school until Saturday \_\_\_\_\_pm.
- Father  Mother from Sunday \_\_\_\_am to Wednesday drop off at school and the other parent from Wednesday after school until Sunday \_\_\_\_\_am.

5. Alternate two weeks in each home:

- Alternate two weeks in Father's home and two weeks in Mother's home with exchanges every Friday at \_\_\_\_pm. In addition the parent not having possession shall have the child/ren on the second Friday during the other

parents possession period.

Alternate two weeks in Father's home and two weeks in Mother's home with exchanges every Friday at \_\_\_\_\_pm. In addition the parent not having possession shall have the child/ren on the second Friday during the other parents possession period.

Alternate two weeks in Father's home and two weeks in Mother's home with exchanges every \_\_\_\_\_ (day) at \_\_\_\_\_ (time). In addition the parent not having possession shall have the child/ren on the second Friday during the other parents possession period.

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

b.

1. Thursdays—On Thursday of each week during the regular school term, beginning at:

6:00 P.M., or

the time the child/ren's school is regularly dismissed, or

other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.

and ending at:

8:00 P.M., or

the time the child/ren's school resumes on Friday

2. On \_\_\_\_\_ (a school night) of each week during the regular school term, beginning at:

6:00 P.M., or

the time the child/ren's school is regularly dismissed, or

other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.

and ending at:

8:00 P.M., or

the time the child/ren's school resumes on Friday

c.

- 1. Spring Break in Even-Numbered Years, beginning on the day the child(ren)'s school is dismissed at:
  - 6:00 P.M., or
  - the time the child/ren's school is regularly dismissed, or
  - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_ P.M.and ending at:
  - 6:00 P.M. on the day before school resumes after that vacation,
  - or
  - the time the child/ren's school resumes after that vacation
- 2. Spring Break Every Year, beginning on the day the child(ren)'s school is dismissed at:
  - 6:00 P.M., or
  - the time the child/ren's school is regularly dismissed, or
  - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_ P.M.and ending at:
  - 6:00 P.M. on the day before school resumes after that vacation,
  - or
  - the time the child/ren's school resumes after that vacation

d.

- 1. Summers

With written notice to the other parent by April 1:

30 days during the summer, beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice, provided that the period or periods of extended summer possession do not interfere with Father's Day Weekend. These periods of possession shall begin and end at 6:00 P.M.

STATUTORY WARNING: IF WRITTEN NOTICE IS NOT GIVEN BY APRIL 1 OF A YEAR SPECIFYING AN EXTENDED PERIOD OR PERIODS OF SUMMER POSSESSION FOR THAT YEAR, POSSESSION FOR THAT YEAR SHALL BEGIN AT 6:00 P.M. ON JULY 1 AND END AT 6:00 P.M. ON JULY 31.

- 2. The school year schedule shall continue through the summer.
- 3. The same schedule shall continue through the summer except that either parent may travel with the child/ren for up to \_\_\_\_\_ days for a vacation. No later than April 1 the parents shall exchange proposed vacation schedules in writing. In odd years  Mother  Father shall have first preference for vacation time. In even years  Mother  Father shall have preference. The parents must respond to the proposed schedules by April 15. If the parent with preference for that year does not respond by April 15, the other parent who has responded by April 15 shall have preference. A detailed itinerary, including locations and telephone numbers where the child/ren and parent can be reached must be provided at least 10 days before travel.
- 4. The summer schedule shall be the exact opposite of the school year schedule for Father's time and Mother's time.
- 5. The summer schedule shall be the exact opposite of the school year schedule for Father's time and Mother's time except that either parent may travel with the child/ren for up to \_\_\_\_\_ days for a vacation. No later than April 1 the parents shall exchange proposed vacation schedules in writing. In odd years  Mother  Father shall have first preference for vacation time. In even years  Mother  Father shall have preference. The parents must respond to the proposed schedules by April 15. If the parent with preference for that year does not respond by April 15, the other parent who has responded by April 15 shall have preference. A detailed itinerary, including locations and telephone numbers where the child/ren and parent can be reached must be provided at least 10 days before travel.
- 6.  Father  Mother shall have the child/ren from one week after school is out until July 15th and  Father  Mother shall have the child/ren from July 15th until one week two weeks before school starts. The other parent shall have reasonable parental times arranged between the parents during the summer.
- 7.  Father  Mother shall have the child/ren from the day after school is out until \_\_\_\_\_ (date) and  Father  Mother shall have the child/ren from

\_\_\_\_\_ (date) until the day before school starts. The other parent shall have specified times of access arranged between the parents during the summer as follows: \_\_\_\_\_.

- . 8.  Father  Mother shall have the child/ren from one week after school is out until \_\_\_\_\_ (date) and Father Mother shall have the child/ren from \_\_\_\_\_ (date) until one week before school starts. The other parent shall have the child/ren every week from \_\_\_\_\_ night at \_\_\_pm to \_\_\_\_\_ morning at \_\_\_\_\_.

The other parent,  Mother  Father, shall have a superior right of possession of the child/ren as follows:

a.

1. Spring Break in Odd-Numbered Years, beginning on the day the child/ren's school is dismissed at:
- 6:00 P.M., or
  - the time the child/ren's school is regularly dismissed, or
  - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.
- and ending at:
- 6:00 P.M. on the day before school resumes after that vacation,
  - or
  - the time the child/ren's school resumes after that vacation

2. Spring Break Every Year.

b.

1. Summer Weekend Possession

With written notice to the other parent by April 15, on any one weekend during any one period of the other parent's period of extended summer possession, beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on Sunday, provided that the parent picks up the child from the other parent and returns the child to the same place. The weekend selected should not interfere with father's possession on Father's Day Weekend, or mother's possession on Mother's Day Weekend.

c.

1. Extended Summer Possession

With written notice to the other parent by April 15 or 14 days written notice on or after April 16, the parent may designate one weekend beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession the other parent shall not take place in that year, provided that the weekend so designated does not interfere with the other parent's period or periods of extended summer possession.

Travel During Summer Break

Either parent may travel with the child/ren during his/her time under the above schedule.

Father  Mother may travel with the child/ren for the entire Summer Break in even years. Father Mother may travel for the entire Summer Break in odd years.

If either parent is going to exercise the "travel during Summer Break" option, he/she must provide notice to the other parent no later than  April 1  May 1  Other: \_\_\_\_\_, of when and where he/she plans to travel with the child/ren. At least 10 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child/ren and parent can be reached during the trip.

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

When Parents reside 100 miles or more apart  Mother  Father shall have the right to possession of the child/ren as follows:

a.

1. The parent listed immediately above shall chose either:

Weekends– on weekends on the first, third and fifth Friday of each month, beginning at:

6:00 P.M., or

- the time the child/ren's school is regularly dismissed, or
- other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.  
and ending at:
- 6:00 P.M. on the following Sunday, or
- the time the child/ren's school resumes after the weekend

- OR -

- Not more than one weekend per month of the parent's choice beginning at:
- 6:00 P.M., or
- the time the child/ren's school is regularly dismissed, or
- other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.  
and ending at:
- 6:00 P.M. on the following Sunday, or
- the time the child/ren's school resumes after the weekend

If a weekend period of possession begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, that weekend period of possession shall begin on Thursday at:

- 6:00 P.M., or
- the time the child/ren's school is regularly dismissed, or
- other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.

If a weekend period of possession ends on or is immediately followed by a Monday that is a school holiday during the regular school term or a federal, state or local holiday during the summer months when school is not in session, that weekend period of possession shall end at:

- 6:00 P.M. on the Monday school holiday, or
- the time the child/ren's school resumes after the weekend

2. Alternate Weekends

- Alternate weekends from Friday \_\_\_\_\_pm to Monday \_\_\_\_\_ am/school.

- Alternate weekends from Friday \_\_\_\_pm to Sunday \_\_\_\_pm.
- Alternate weekends from Saturday \_\_\_\_\_am to Sunday \_\_\_\_pm
- Alternate weekends from: \_\_\_\_\_
  
- 3. Every Weekend
  - Every weekend from Friday \_\_\_\_pm to Monday\_\_\_\_ am/school.
  - Every weekend from Friday \_\_\_\_\_pm to Sunday \_\_\_\_pm.
  - Every weekend from Saturday \_\_\_\_\_am to Sunday \_\_\_\_pm.
  - Every weekend from:\_\_\_\_\_
  
- 4. Split every week:
  - Father  Mother from Saturday at \_\_\_\_\_pm to Wednesday drop off at school and the other parent from Wednesday after school until Saturday \_\_\_\_\_pm.
  - Father  Mother from Sunday \_\_\_\_am to Wednesday drop off at school and the other parent from Wednesday after school until Sunday \_\_\_\_\_am.
  
- 5. Alternate two weeks in each home:
  - Alternate two weeks in Father's home and two weeks in Mother's home with exchanges every Friday at \_\_\_\_pm. In addition the parent not having possession shall have the child/ren on the second Friday during the other parents possession period.
  - Alternate two weeks in Father's home and two weeks in Mother's home with exchanges every Friday at \_\_\_\_\_pm. In addition the parent not having possession shall have the child/ren on the second Friday during the other parents possession period.
  - Alternate two weeks in Father's home and two weeks in Mother's home with exchanges every \_\_\_\_\_ (day) at \_\_\_\_\_ (time). In addition the parent not having possession shall have the child/ren on the second Friday during the other parents possession period.
  - Other: \_\_\_\_\_

b.

- 1. Thursdays—On Thursday of each week during the regular school term, beginning at:
  - 6:00 P.M., or
  - the time the child/ren’s school is regularly dismissed, or
  - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_ P.M.and ending at:
  - 8:00 P.M., or
  - the time the child/ren’s school resumes on Friday
  
- 2. On \_\_\_\_\_ (a school night) of each week during the regular school term, beginning at:
  - 6:00 P.M., or
  - the time the child/ren’s school is regularly dismissed, or
  - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_ P.M.and ending at:
  - 8:00 P.M., or
  - the time the child/ren’s school resumes on Friday

c.

- 1. Spring Break Every Year, beginning on the day the child(ren)’s school is dismissed at:
  - 6:00 P.M., or
  - the time the child/ren’s school is regularly dismissed, or
  - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_ P.M.and ending at:
  - 6:00 P.M. on the day before school resumes after that vacation,or
  - the time the child/ren’s school resumes after that vacation
  
- 2. Spring Break in Even-Numbered Years, beginning on the day the child(ren)’s school is dismissed at:
  - 6:00 P.M., or

- the time the child/ren's school is regularly dismissed, or
- other time between school dismissal and 6:00 P.M.: \_\_\_\_\_ P.M.  
and ending at:
- 6:00 P.M. on the day before school resumes after that vacation,  
or
- the time the child/ren's school resumes after that vacation

d.

1. Summers

With written notice to the other parent by April 1:

42 days during the summer, beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice, provided that the period or periods of extended summer possession do not interfere with father's possession on Father's Day or mother's possession on Mother's Day Weekend. These periods of possession shall begin and end at 6:00 P.M.

WARNING: IF WRITTEN NOTICE IS NOT GIVEN BY APRIL 1 OF A YEAR SPECIFYING AN EXTENDED PERIOD OR PERIODS OF SUMMER POSSESSION FOR THAT YEAR, POSSESSION FOR THAT YEAR SHALL BEGIN AT 6:00 P.M. ON JUNE 15 AND END AT 6:00 P.M. ON JULY 27.

- 2. The school year schedule shall continue through the summer.
- 3. The same schedule shall continue through the summer except that either parent may travel with the child/ren for up to \_\_\_\_\_ days for a vacation. No later than April 1 the parents shall exchange proposed vacation schedules in writing. In odd years  Mother  Father shall have first preference for vacation time. In even years  Mother  Father shall have preference. The parents must respond to the proposed schedules by April 15. If the parent with preference for that year does not respond by April 15, the other parent who has responded by April 15 shall have preference. A detailed itinerary, including locations and telephone numbers where the child/ren and parent can be reached must be provided at least 10 days before travel.

- 4. The summer schedule shall be the exact opposite of the school year schedule for Father's time and Mother's time.
- 5. The summer schedule shall be the exact opposite of the school year schedule for Father's time and Mother's time except that either parent may travel with the child/ren for up to \_\_\_\_\_ days for a vacation. No later than April 1 the parents shall exchange proposed vacation schedules in writing. In odd years □ Mother □ Father shall have first preference for vacation time. In even years □ Mother □ Father shall have preference. The parents must respond to the proposed schedules by April 15. If the parent with preference for that year does not respond by April 15, the other parent who has responded by April 15 shall have preference. A detailed itinerary, including locations and telephone numbers where the child/ren and parent can be reached must be provided at least 10 days before travel.
- 6. □ Father □ Mother shall have the child/ren from one week after school is out until July 15th and □ Father □ Mother shall have the child/ren from July 15th until one week two weeks before school starts. The other parent shall have reasonable parental times arranged between the parents during the summer.
- 7. □ Father □ Mother shall have the child/ren from the day after school is out until \_\_\_\_\_ (date) and □ Father □ Mother shall have the child/ren from \_\_\_\_\_ (date) until the day before school starts. The other parent shall have specified times of access arranged between the parents during the summer as follows: \_\_\_\_\_.
- 8. □ Father □ Mother shall have the child/ren from one week after school is out until \_\_\_\_\_ (date) and Father Mother shall have the child/ren from \_\_\_\_\_ (date) until one week before school starts. The other parent shall have the child/ren every week from \_\_\_\_\_ night at \_\_\_pm to \_\_\_\_\_ morning at \_\_\_\_\_.

The other parent, □ Mother □ Father, shall have a superior right of possession of the child/ren as follows:

a.

- 1. Spring Break in Odd-Numbered Years, beginning on the day the child/ren's school is dismissed at:
  - 6: 00 P.M., or
  - the time the child/ren's school is regularly dismissed, or

- other time between school dismissal and 6:00 P.M.: \_\_\_\_\_ P.M. and ending at:
  - 6:00 P.M. on the day before school resumes after that vacation,
  - or
  - the time the child/ren's school resumes after that vacation

2. Spring Break Every Year.

b.

1. Summer Weekend Possession

With written notice to the other parent by April 15, on any one weekend during any one period of the other parent's period of extended summer possession, beginning at 6:00 P.M. on Friday and ending at 6:00 P.M. on Sunday, provided that if a period of possession by the other parent in that year exceeds thirty days, the parent may have possession of the child under the terms of this provision on any two nonconsecutive weekends during that period provided that the parent picks up the child from the other parent and returns the child to the same place. The weekends selected should not interfere with father's possession on Father's Day or mother's possession on Mother's Day Weekend.

c.

1. Extended Summer Possession

With written notice to the other parent by April 15 or 14 days written notice on or after April 16, the parent may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which the other parent shall not have possession of the child, provided that the period or periods so designated do not interfere with the other parent's period or periods of extended summer possession. The

weekends selected should not interfere with father's possession on Father's Day or mother's possession on Mother's Day Weekend.

Travel During Summer Break

- Either parent may travel with the child/ren during his/her time under the above schedule.
  
- Father  Mother may travel with the child/ren for the entire Summer Break in even years.  Father  Mother may travel for the entire Summer Break in odd years.
  
- If either parent is going to exercise the "travel during Summer Break" option, he/she must provide notice to the other parent no later than  April 1  May 1
  
- Other: \_\_\_\_\_, of when and where he/she plans to travel with the child/ren. At least 10 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child/ren and parent can be reached during the trip.
  
- Other: \_\_\_\_\_

Holidays:

- Holiday possession and access should be unaffected by the distance between the parents' homes.
  
- Holiday possession and access should be adjusted because of the distance between the parents' homes.
  
- a.
  - 1. Christmas Holidays in Even-Numbered Years—
    - Mother  Father shall have possession of the child/ren on the day the child/ren are dismissed from school for the Christmas School vacation at:
      - 6:00 P.M. , or
      - the time the child(ren)'s school is regularly dismissed, or
      - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M. and ending at:

- noon on December 26, or
- \_\_\_\_\_ o'clock on December \_\_\_\_\_.

Mother  Father shall have possession of the children beginning at:

- noon on December 26, or
- \_\_\_\_\_ o'clock on December \_\_\_\_\_.

and ending at:

- 6:00 P.M. on the day before school resumes after that Christmas school vacation, or
- (other date and time) \_\_\_\_\_

Christmas Holidays in Odd-Numbered Years—

Mother  Father shall have possession of the child/ren on the day the child/ren are dismissed from school for the Christmas School vacation at:

- 6:00 P.M. , or
- the time the child(ren)'s school is regularly dismissed, or
- other time between school dismissal and 6:00 P.M.:

\_\_\_\_\_P.M. and ending at:

- noon on December 26, or
- \_\_\_\_\_ o'clock on December \_\_\_\_\_.

Mother  Father shall have possession of the children beginning at:

- noon on December 26, or
- \_\_\_\_\_ o'clock on December \_\_\_\_\_.

and ending at:

- 6:00 P.M. on the day before school resumes after that Christmas school vacation, or
- (other date and time) \_\_\_\_\_

- 2. One parent Christmas Eve and one parent Christmas Day - alternate years:
  - Father  Mother shall have the child/ren from \_\_\_\_\_am until \_\_\_\_\_pm Christmas Eve and
  - Father  Mother shall have the child/ren from \_\_\_\_\_pm Christmas Eve until \_\_\_\_\_pm Christmas Day in even years. The schedule shall be the opposite in odd years.
  
- 3. One parent both Christmas Eve and Christmas Day - alternate years:
  - Father  Mother shall have the child/ren Christmas Eve from \_\_\_\_\_am to Christmas Day at \_\_\_\_\_pm in even years. The schedule shall be the opposite in odd years.
  
- 4. One parent both Christmas Eve & Christmas Day – all years.
  
- 5. Other:
 

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b. Thanksgiving

- 1.  Mother  Father shall have possession of the child(ren) in odd numbered years on the day the child(ren)'s school is dismissed for the Thanksgiving holiday beginning at:
  - 6:00 P.M., or
  - the time the child(ren)'s school is regularly dismissed, or
  - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.
 and ending at:
  - 6:00 P.M on the Sunday following Thanksgiving, or
  - the time the child(ren)'s school resumes after that Thanksgiving holiday.
  
- Mother  Father shall have possession of the child(ren) in even-numbered years on the day the child(ren)'s school is dismissed for the Thanksgiving holiday beginning at:
  - 6:00 P.M., or
  - the time the child(ren)'s school is regularly dismissed, or
  - other time between school dismissal and 6:00 P.M.: \_\_\_\_\_P.M.
 and ending at:

- 6:00 P.M on the Sunday following Thanksgiving, or
- the time the child(ren)'s school resumes after that Thanksgiving holiday.

2. Thanksgiving:

- defined as \_\_\_\_am to \_\_\_pm on Thanksgiving Day.
- defined as Wednesday after school until \_\_\_\_\_(day & time)
- defined as \_\_\_\_\_

whichever parent the child/ren is/are with that year under our regular schedule.

Father  Mother shall have Thanksgiving every year.

Father  Mother shall have Thanksgiving in even years and  Father  Mother shall have Thanksgiving in odd years.

Mother shall have Wednesday/Thursday in \_\_\_\_ years and Friday/Saturday in \_\_\_\_ years.

Father shall have Wednesday/Thursday in \_\_\_\_ years and Friday/Saturday in \_\_\_\_ years.

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

c. Child's Birthday

If a parent is not otherwise entitled to present possession of a child on the child's birthday, that parent shall have possession of the child  and the child's minor siblings on the child's birthday beginning at 6:00 P.M. and ending at 8:00 P.M. on that day, provided that the parent picks up the child (and siblings) from the other parent's residence and returns the child (and siblings) to that same place.

d. Father's Day Weekend

1. Father shall have the right to possession of the child(ren) each year on the Friday preceding Father's Day, beginning at:

- 6:00 P.M. , or
- (other time) \_\_\_\_\_ on Father's Day

and ending at:

- 6:00 P.M. , or
- (other time) \_\_\_\_\_ on Father's Day
- at the beginning of school the day after Father's Day (if during a school term).

- 2. Father shall have the right to possession of the child(ren) on Father's Day from \_\_\_\_\_ A.M. until \_\_\_\_\_ P.M.

e. Mother's Day Weekend

- 1. Mother shall have the right to possession of the child(ren) each year on the Friday preceding Mother's Day, beginning at:

- 6:00 P.M. , or
- (other time) \_\_\_\_\_ on Mother's Day

and ending at:

- 6:00 P.M. , or
- (other time) \_\_\_\_\_ on Mother's Day
- at the beginning of school the day after Mother's Day (if during a school term).

- 2. Mother shall have the right to possession of the child(ren) on Mother's Day from \_\_\_\_\_ A.M. until \_\_\_\_\_ P.M.

f. Easter Sunday:

- defined as: \_\_\_\_am to \_\_\_\_pm on Easter Sunday.

- defined as: \_\_\_\_\_

- 1. whichever parent the child/ren is/are with that year under the regular schedule.

- 2.  Father  Mother shall have Easter Sunday every year.

- 3.  Father  Mother shall have Easter Sunday in even years and

- Father  Mother shall have Easter Sunday in odd years.

4. Other: \_\_\_\_\_

g. Memorial Day weekend:

defined as Friday \_\_\_\_\_ pm to Monday \_\_\_\_\_ pm.

defined as \_\_\_\_\_

1. whichever parent the child/ren is/are with that year under the regular schedule.

2.  Father  Mother shall have Memorial Day weekend every year.

3.  Father  Mother shall have Memorial Day weekend in even years and the other parent shall have Memorial Day weekend in odd years.

4. Other: \_\_\_\_\_

h. July 4th:

defined as \_\_\_\_\_ am to \_\_\_\_\_ pm on July 4th to \_\_\_\_\_ on July 5th

defined as \_\_\_\_\_

1. whichever parent the child/ren is/are with that year under the regular schedule.

2.  Father  Mother shall have July 4th every year.

3.  Father  Mother shall have July 4th in even years and  Father  Mother shall have July 4th in odd years.

4. Other: \_\_\_\_\_

i. Labor Day weekend:

defined as Friday \_\_\_\_\_ pm to Monday \_\_\_\_\_ pm.

defined as \_\_\_\_\_

1. whichever parent the child/ren is/are with that year under the regular schedule.

2.  Father  Mother shall have Labor Day weekend every year.

3.  Father  Mother shall have Labor Day weekend in even years and the other parent shall have Labor Day weekend in odd years.

4. Other: \_\_\_\_\_

- j. Halloween:
- defined as \_\_\_\_pm to \_\_\_\_pm on Halloween day.
  - defined as \_\_\_\_\_
- 1. whichever parent the child/ren is/are with that year under our regular schedule.
  - 2.  Father  Mother shall have Halloween every year.
  - 3.  Father  Mother shall have Halloween in even years and  Father  Mother shall have Halloween in odd years.
  - 4. Other: \_\_\_\_\_

k. Other Holidays or school recesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- l. Parent's Birthdays
- Father's Birthday is: \_\_\_\_\_
- Mother's Birthday is: \_\_\_\_\_
- 1. When it is Father's or Mother's birthday, the birthday parent shall be entitled to have the child/ren for \_\_\_\_\_ hours on the birthday and shall give notice to the other parent of his/her plan to exercise this option at least three days in advance.
  - 2. When it is Father's or Mother's birthday, the birthday parent shall be entitled to call the child/ren between the hours of \_\_\_\_ and \_\_\_\_ and speak to the child/ren for a period of \_\_\_\_\_ minutes.
  - 3. Other: \_\_\_\_\_

*Changes in Schedule* –(Time spent with the child/ren is both a right and a responsibility.)

- Sometimes “holiday time” or vacation time may conflict with time set aside for the other parent. When this happens, the holiday time or vacation time shall be observed and take priority over all other schedules. For example, if it is one parent’s standard visitation weekend but the other’s Memorial Day (holiday) weekend the holiday weekend will take priority.
- Following the change in schedule due to the “holiday time” or vacation time the

schedule will resume

- without regard to the holiday time or vacation time.
- anew with the parent who missed a scheduled time with the child/ren receiving the next scheduled alternating period.
  
- A parent making a request for a change shall make the request:
  - in person  by phone  in writing  by e-mail  any method is acceptable.
  
- A parent making a request for a change shall make the request as soon a possible, but in any event, no less than  24 hours  one week  two weeks  other \_\_\_\_\_ before the change is to occur.
  
- A parent receiving a request for a change shall respond as soon as possible, but in any event must respond within  24 hours  one week  two weeks  other \_\_\_\_\_ after receiving the request.
  
- A parent receiving a request shall respond:
  - in person  by phone  in writing  by e-mail  any method is acceptable.
  
- A parent requesting a change of schedule shall be responsible for any additional child care or transportation costs resulting from the change.
  
- If a parent fails to care for the child/ren during scheduled time that parent shall be responsible for finding alternative care for the child/ren. The other parent may provide care.
  
- If one of the parents must incur expenses to provide care for the child/ren when it is the responsibility of the other parent to do so, the parent initially responsible shall bear the expense of the alternative care.
  
- Other: \_\_\_\_\_

WARNING: IF THE PARENT CURRENTLY IS LIVING LESS THAN 100 MILES FROM THE RESIDENCE OF THE CHILD(REN) AND THAT SITUATION CHANGES, THE PARENT MUST GIVE NOTICE TO THE OTHER PARENT AS TO WHICH PERIOD OF WEEKEND POSSESSION HE WILL BE EXERCISING AFTER THE CHANGE WITHIN 90 DAYS AFTER THE PARTIES BEGIN TO LIVE MORE THAN 100 MILES APART.  
*Transportation and Exchanges of the Child/ren*

a. Transportation

- 1. The parent receiving the child/ren shall transport the child/ren.
- 2.  Father  Mother shall provide all the transportation between parents.
- 3. The parent receiving the child/ren is responsible for transportation
- 4. The parent transferring the child/ren to another location shall be responsible for the transportation.
- 5. Other: \_\_\_\_\_

b. Exchanges

- 1. Exchanges shall be at Mother's and Father's homes unless another place is agreed upon.
- 2. Exchanges shall be at \_\_\_\_\_ unless another place is agreed upon.
- 3. When school is in session all exchanges shall occur at the child/ren's school.
- 4. When school is not in session exchanges shall take place at \_\_\_\_\_ (location) at \_\_\_\_\_ (time, if not previously specified in the plan).
- Exchanges shall occur on time. Each parent shall be on time for the drop off and pick up of the child/ren and shall have the child/ren ready. If a parent is more than 30 minutes late without contacting the other parent to make other arrangements; the parent with the child/ren may proceed with other plans and activities for the child/ren.
- Exchanges shall occur on time. Each parent shall be on time for the drop off and pick up of the child/ren and shall have the child/ren ready. If a parent is more than \_\_\_\_ late without contacting the other parent to make other arrangements; the parent with the child/ren may proceed with other plans and activities for the child/ren.
- Each parent shall give the other parent information about the child/ren's homework, school projects, appointments and activities that need attention while the child/ren is/are with the other parent.
- Each parent will talk to the other parent about the child/ren's sleep and eating schedule, any medications or health matters and their general condition before

exchanges.

- When exchanging the child/ren the parents shall neither discuss other issues nor fight, nor be sarcastic nor demonstrate anger during the exchange.
- It is agreed that it is in the best interests of their child/ren to maintain contact with both parents. For this reason neither parent shall move more than \_\_\_\_\_ miles or a \_\_\_\_\_ minute drive from the other parent.
- Each parent shall return with the child the personal effects that the child brought at the beginning of the period of possession.
- Each parent may designate any competent adult to pick up and return the child, as applicable.
- The parties agree that a conservator or a designated competent adult be present when the child is picked up or returned.
- Each parent shall give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period.
- Other: \_\_\_\_\_

#### *Vacations and Travel with the Child/ren*

- Either parent may travel with the child/ren during his/her custody time. The parent traveling with the child/ren shall give the other parent at least \_\_\_\_\_ days notice before traveling out of state unless there is an emergency, and shall provide the other parent with photocopies of round trip airline tickets for the child/ren a detailed itinerary, including locations and telephone numbers where the child/ren and parent can be reached at least \_\_\_\_\_ days before traveling.
- The child/ren may travel for an organized school, religious, or social activity, as arranged by the parent the child/ren is/are with during that parent's time. If the child/ren is/are involved in a special activity, the parents agree that it is in his/her/their best interest that the child/ren travels during one parent's time.
- If the child/ren is/are traveling for an organized school, religious, or social activity, or with relatives or similar travel for more than \_\_\_\_\_ days, the parent who made the arrangements shall give the information to the other parent in advance of the travel.  
When the child/ren travel(s) for more than \_\_\_\_\_ days, the parent or person traveling with the parent or person traveling with the child/ren shall have the child/ren call the other parent every \_\_\_\_\_ day(s).
- Mother  Father shall have the right to apply for or renew a passport for the child/ren,  without the consent, presence and permission of the other parent

only with the consent, presence and permission of the other parent.

Mother  Father shall have possession of the passport(s) of the child/ren at all times the passport(s) are not being used for travel.

The parents agree that the child/ren may travel with the other parent out of the country. At least \_\_\_\_\_ days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child/ren and parent can be reached during the trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the child/ren out of the country.

Father  Mother shall not travel with the child/ren to a foreign country that is not a signatory to the Hague Convention on the Civil Aspects of International Child Abduction.

Law enforcement agencies where the child/ren is/are located are authorized to assist  Mother  Father in the recovery of the child/ren or the other party in the event the child/re are not return to the county of Tarrant, State of Texas, United states of America.

Nothing in this judgment affects the applicability of any penal statute.

If a parent takes the child/ren out of the State of Texas that parent shall have the child/ren  telephone the other parent upon arrival at his/her/their destination  telephone the other parent every \_\_\_\_\_ day(s),  telephone the other parent before departure to return to the State of Texas,  telephone the other parent upon arrival in the State of Texas or airport in the State of Texas or the United States.

If either parent is traveling for more than \_\_\_\_\_ days or \_\_\_\_\_ nights, he/she shall let the other parent know in advance where he/she can be reached in the event of an emergency or if the child/ren want(s) to contact the parent.

### *Care of Children*

The child/ren has/have the right to be free of negative comments and behavior by one parent about the other. The parents shall not criticize or otherwise be disrespectful of each other in the presence of the child/ren and shall not permit others do this.

All communications regarding the child/ren shall be between the parents and the parents will not use the child/ren as messengers to convey information, ask questions or set up schedule changes.

Either parent may use reasonable discipline techniques,  but the parents

shall not use physical discipline,  with physical discipline as a last resort,  including physical discipline.

If the child/ren forgets his/her/their medication, sports gear (in case of a team event) or homework, and such medication, sports gear or homework is at the home of the other parent, the parent with the child/ren shall notify the other parent and arrange for a time for the medication, sports gear or homework to be picked up/delivered. If the parent cannot be contacted by telephone, the parent with the child/ren will leave the other parent a detailed message regarding the problem and indicating at what time the child/ren will retrieve the medication, sports gear or homework.

Except in the event of a medical emergency, neither a parent nor the child/ren shall, without giving advance notice, enter the home of the other parent when that parent is not present.

Each parent may choose appropriate child care providers.  The parents will be the primary child care providers unless otherwise agreed.  The other parent will have the right of first refusal in the case in which one parent will not be caring for the child/ren.

Each parent agrees that each shall provide the child/ren with access to the grandparents and extended family on his/her own side of the family as the parent decides is in the child/ren's best interest during his/her parenting time.

The parents will cooperate to help the child/ren attend special events with grandparents and extended family by making reasonable requests of each other, considering the school situation and the child/ren's best interest and needs.

#### *Communication between the Child/ren and the Parents*

Each parent will try to maintain an operable answering machine so that the child/ren can leave and receive the other parent's messages.

The child/ren may telephone the other parent whenever the child/ren wants.

The child/ren may telephone the other parent at the following times \_\_\_\_\_ or at least \_\_\_\_\_ times a week.

The parent the child/ren is/are not with shall make an effort to talk at least \_\_\_\_\_ times a week month by calling the child/ren at reasonable times.

The parent the child/ren is/are not with shall telephone on the following days

and times: \_\_\_\_\_

If a message is left from the parent for the child/ren, the other parent shall assist the child/ren in returning the call.

Reasonable times to call the child/ren at the other parent's home are:

between 8am and 8pm

between \_\_\_\_\_ am and \_\_\_\_\_ pm

Telephone calls and other communication shall not be monitored by the other parent unless either believes in good faith that the child/ren is/are having a problem.

Contact with the other parent shall not exceed \_\_\_\_\_ minutes in a 24 hour time frame.

The child/ren shall be given all mail and packages sent by the other parent. If any mail or packages are withheld the other parent shall be informed immediately.

The child/ren and the other parent may communicate by e-mail when computers are available.

Either parent may send audio tapes, including story tapes and video tapes to the child/ren.

*Child Support:*

Father  Mother to pay child support to  Father  Mother

The amount of monthly child support shall be \$ \_\_\_\_\_.

Child support shall be paid  weekly  bi-weekly  bi-monthly  monthly continuing on the same cycle until the child/ren reach the age of eighteen, have graduated from high school (whichever is later) or otherwise become emancipated, in the amount of \$\_\_\_\_\_.

Child support shall be reduced as follows: \_\_\_\_\_

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Child support shall be paid through  the Tarrant County Child Support Office  the State Disbursement Unit.

A Wage Withholding Order  shall be  shall not be served upon the employer of the obligor if no arrearage exists.

Child Support shall be an obligation of the estate of the obligor.

- The obligor shall receive a credit for all payments to the child/ren from the Social Security Administration or other government agency made on the obligor's behalf.
- The obligor shall receive no credit for informal payments to the obligee
- The obligor shall pay a bond in the amount of \$ \_\_\_\_\_ as security for the payment of child support.

*Medical Insurance for the Children:*

Mother  Father currently has available to him/her through his/her employment a health insurance plan which is available at a reasonable cost. It is in the best interests of the minor child/ren that said parent be required to maintain said health insurance plan for the minor child/ren. The name, address, and contact number of the plan(s) is as follows:

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- Mother  Father shall provide health care coverage for the child/ren.
- Mother  Father shall provide dental coverage for the child/ren.
- Mother  Father shall provide vision insurance for the child/ren.
- The parent providing the insurance shall provide to the other parent with written notice of the identity of all insurers and the serial or other identifying numbers of said insurance and a card to use in obtaining health care for the child/ren, and to provide verification of continued coverage by thirty (30) days following the change or continuation of coverage.
- The parents shall be responsible for paying any costs for hospital, medical, dental, vision, orthodontic, prescription drugs and prescription devices, and counseling for the minor child/ren that is not paid by any insurance coverage. These uninsured expenses shall be apportioned between the parents with Mother paying \_\_\_\_\_% and Father paying \_\_\_\_\_%.
- The parents shall use all efforts to use the providers with whom the insurance carrier contracts. Should a parent choose to use a provider not listed in the contract list by the insurance carrier, that parent shall pay \_\_\_\_\_% of the cost of an uninsured expense and the other parent shall pay \_\_\_\_\_% of the uninsured expense.
- The parents shall pay the cost of counseling for the child/ren, including and not limited to counseling for the child/ren in which either or both parents participate, which is a medical expense explicitly included as an expense to be paid by them

regardless of whether or not it is an insured procedure.

- Any co-payment required by an insurance carrier shall be deemed an uninsured expense for purposes of this Parenting Plan.
- The purchase by either parent of routine drug store, analgesic and Other over the-counter items are explicitly excluded from these provisions. The cost of such is to be paid by the purchasing parent.
- The parent incurring the uninsured expense shall provide a copy of each bill, including co-payments to the other parent and submit covered expenses to the insurer for payment. Said bill shall be paid within 30 days of receipt of said bill, either by paying the medical provider or reimbursing the other parent.
- If either parent receives a reimbursement check for an expense paid by the other parent said reimbursement check will be turned over to the parent who paid the expense within \_\_\_\_\_ days of the receipt of said reimbursement check.
- If the parent who carries the health insurance loses that insurance he/she  shall obtain other insurance at his/her own cost  the other party shall obtain insurance at his/her own cost  the other party shall obtain insurance and be reimbursed for the cost by the parent who lost the insurance coverage  the parties will compare the cost for insurance and chose the most cost effective plan together to be paid for by the parent who lost insurance coverage  other:

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*Extracurricular Activities*

- Mother  Father shall pay \_\_\_\_\_% and  Mother  Father shall pay \_\_\_\_\_% of the cost of lessons, fees or tuition associated with activities outlined in earlier in this Parenting Plan.
- Mother  Father will pay the entire cost of an activity that he/she enrolls the child/ren in without the other parent's consent.
- Other: \_\_\_\_\_

*Educational Expenses*

- Mother  Father shall pay \_\_\_\_\_% and  Mother  Father shall pay \_\_\_\_\_% of the cost of  Private school tuition  Private school room and board  All other expenses associated with school activities including  uniforms,  class trips,  activity fees,  book fees,  fees for AP classes,  transportation shall be paid as follows: \_\_\_\_\_.
- The provision for education expenses will be considered child support and

enforceable as such.

The parents agree to pay for college expenses including  tuition (up to a maximum of \_\_\_\_\_ per year);  tuition up to the amount charged by \_\_\_\_\_ State University for the preceding year,  room & board,  application fees,  activities fees,  books,  sorority/fraternity dues,  computer shall be paid as follows: \_\_\_\_\_

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The provisions for college expenses will be considered contractual and enforceable as such.

### *Life Insurance & Disability Insurance*

Each parent shall maintain a life insurance policy in the face amount of \$\_\_\_\_\_ with the child/ren named as (an) irrevocable beneficiary/ies with each parent naming the other parent as trustee or having the right to select another adult person to act as trustee, for the life insurance proceeds on behalf of their child/ren. Said policies shall be enforceable until the child/ren is/are no longer a minor under the law of the State of Texas.

Each parent shall provide written proof of compliance with this agreement once a year upon the request of the other parent.

Each parent shall maintain a disability insurance policy in the amount of \_\_\_\_\_ to cover the child support obligation in the event of a loss of income due to disability.

### *Auto Insurance*

Mother shall provide \_\_\_\_\_%  Father shall provide \_\_\_\_\_% of the automobile insurance for the child/ren when he/she/they receive a driver's license and has access to a vehicle.

### *Taxes*

No agreements are made. Federal, state, and local tax law applies.

Father  Mother shall have all the tax benefits resulting from reporting the child/ren on his/her income tax return.

The following shall apply to which parent has the right to report the child/ren on his/her federal, state and local income tax returns provided that he/she is current

on his/her child support obligations on Dec. 31 of that tax year as follows:

child: \_\_\_\_\_  Father  Mother  
child: \_\_\_\_\_  Father  Mother  
child: \_\_\_\_\_  Father  Mother  
child: \_\_\_\_\_  Father  Mother  
child: \_\_\_\_\_  Father  Mother

Each parent agrees that in the event he/she shall no longer realizes the benefit of the exemption that he/she shall notify the other parent by February 15, and, if that is the parent providing more than one-half of the child/ren's support and with whom the child/ren reside(s) more than one-half the year, that parent shall execute IRS form 8332 assigning the child/ren's FDE and F tax credit to the other parent.

The child/ren named in this parenting plan is scheduled to reside the majority of the time with  Mother  Father **solely** for the purposes of any State or federal law that require(s) a designation of "custodian". This designation shall not affect either parent's rights under this parenting plan.

#### *Changes or Modification of the Agreement*

This agreement may be varied for special events, changes in circumstances and to adjust to the child/ren's schedule when the parents agree. However, when the parents do not agree to change something, this agreement will remain in effect.

Either parent may file a motion to modify child custody with the court when the parent believes that there has been a substantial change in circumstances such that it is in the best interest of the child/ren that the agreement be substantially modified by the court. Any dispute resolution provisions shall apply.

When the parents decide to make a substantial change in the agreement, such as the custody arrangement, it shall be put in writing and signed by both parents and filed with the court with a motion to modify.

Minor changes in the agreement, such as travel times or exchange times can be put in writing, signed by both parents, for clarification and for a record, but are not required to be filed with the court.

Any change in the agreement must be in writing and signed by both parents.

#### *Disputes*

Whenever possible the parents shall discuss the issues and attempt to reach an agreement based on what is best for the child/ren at that particular time.

If the parents are unable to reach an agreement on an important issue about the child/ren after discussing it with the other parent, either parent may initiate dispute resolution by:

- Arranging for the parents to meet with a counselor to discuss and try and reach an agreement.
- Arranging for the parents to meet with a mediator to try and reach an agreement.
- Arranging for the parents to meet in a Collaborative Law context to try to reach an agreement.
- Arranging for the parties to meet with an arbitrator to try and reach a non binding resolution.

Notification of a desire to institute dispute resolution processes shall be made  
 in writing  by certified mail  other: \_\_\_\_\_

The parents shall share the cost of the mediation or counseling service equally  other: \_\_\_\_\_

If the dispute cannot be resolved within \_\_\_\_\_ days, either parent may initiate legal action to seek judicial resolution.

These provisions shall not be applicable if immediate court action is necessary in an emergency situation to protect the child/ren or one of the parents, or for the purpose of enforcing a previous court order.

No third person employed by one or both party to help settle any dispute may testify in a court action necessary after attempts have been made to settle the conflict without litigation. The parties shall not call or subpoena any such person.

**The parties shall use the designated process to resolve disputes and shall attempt dispute resolution before taking court action unless precluded or limited by Texas Family Code section 153.0071.**

### *Breach*

If a breach of this parenting plan results in the other parent employing an attorney to enforce the terms of this plan, then the parent breaching the parenting plan shall pay the reasonable attorney's fees, cost, and damages incurred by the other parent in the enforcement action.

No attorney's fees shall be recovered unless the parent seeking enforcement shall have given the other party a written notice of the alleged failure to perform and said failure was not cured within 5 days of receipt of the notice.

□ The breach of this parenting plan shall be construed by any court of competent jurisdiction as a substantial and continuing change of circumstances sufficient for the court to have jurisdiction to modify this agreement.

□ A violation of this judgment may subject the parent in violation to civil or criminal penalties, or both.

**VERIFICATION OF INCOME AND PARENTING PLAN BY**

\_\_\_\_\_

\_\_\_\_\_ appeared in person before me today  
and stated under oath:

"My name is \_\_\_\_\_. I am competent to make this  
affidavit. The facts stated in this affidavit are within my personal knowledge and  
are true and correct.

"I am the \_\_\_\_\_ in this case.

"My net monthly resources are \$\_\_\_\_\_.

"This Parenting Plan to which this is attached is proposed in good faith  
and is in the best interest of the child/ren."

\_\_\_\_\_  
\_\_\_\_\_(name of person)

SIGNED under oath before me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas