

This Parenting Plan is for the children of:

Mother: _____ Soc. Sec. No. _____
(Plaintiff) (Defendant)

Father: _____ Soc. Sec. No. _____
(Plaintiff) (Defendant)

[] The final Parenting Plan submitted to the court with agreement of both parties.

-OR- NO AGREEMENT COULD BE REACHED AND:

- [] Presented by the plaintiff.
- [] Presented by the defendant.

The child(ren) of this marriage or relationship under 18 are:

<u>NAME</u>	<u>DATE OF BIRTH</u>	<u>PRESENT ADDRESS</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

OTHER CHILDREN IN THE HOME OF EACH PARENT ARE:

<u>NAME</u>	<u>LIVING WITH FATHER OR MOTHER</u>	<u>MONTHS RESIDING WITH PARENT</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

We have crossed off the portions of this document where we do not have agreement or do not desire agreement. We have checked the boxes for a particular option where we have agreement. We understand that in those paragraphs where no option is given that the court requires that provision to be in agreement.

I. PARENTING

We understand that although we will no longer be married or living together, that in general the best arrangement for the child(ren) is to have frequent and continuing contact with both parents. We care about the well-being and needs of our child(ren). We each understand that when given the responsibility of parenting that each will provide the child(ren) with (a) regular and nutritious food, (b) clean and appropriate clothing, (c)

sanitary and reasonably private living and sleeping quarters, (d) appropriate medical examinations and treatment, and (e) guidance and counseling in worldly and spiritual matters.

In addition, WE AGREE each parent shall, when caring for the child(ren):

- train the child to obey and respect the child's teachers and the law
- require the child to attend all regular sessions of school until graduation, unless excused by medical reasons, the school, the Court, or both parents.
- personally supervise and control the conduct and activities of the child except when the child is at school or in known or usual recreational activities, or in the immediate care of another competent person.
- Other: _____

SHARED PARENTING:

As a result of considering our child(ren)'s best interest, we have found and decided:

- That both parents are fit and proper parents and that there is no reason for either parent to be supervised or otherwise restricted from sharing and being an active parent in the lives of our child(ren).
- OR-
- That conditions beyond the age and needs of the child(ren) exist which have caused one parent to take a greater role in parenting than the other. These considerations are:

MODIFICATION: (You need to fill out this paragraph only if a previous order of the court is being modified.)

- A modification of a previous order is being requested because of the following circumstances that have changed since the court's prior order: _____

OTHER LITIGATION:

To the best of Plaintiff's Defendant's Our knowledge, no proceedings concerning the children of the parties are pending in the Court of this or any other state, and no of no other person who claims custody or visitation rights to the child(ren).

II. RESIDENTIAL CUSTODY SCHEDULE: parenting responsibilities include the following plans.

A. Pre-School

There are no children of preschool age, or we are agreed that all our children shall be upon the same schedule as the school-age child(ren).

Prior to enrollment in school, the parents shall each take responsibility for caring for the child(ren) as follows:

Mother's portion of parenting time at her home shall be:

Father's portion of parenting time at his home shall be:

B. School Schedule

Upon enrollment in school, each parent shall have responsibility for parenting the children as follows:

Mother's portion of parenting time at her home shall be:

Father's portion of parenting time at his home shall be:

C. Summer Schedule

Same as schedule above.

-OR-

(Please list days, evenings, overnights, and times)

Mother's portion of parenting time at her home shall be:

Father's portion of parenting time at his home shall be:

D. Schedule for Holidays

1. Priorities: Holidays listed below have priority over the Parenting schedule set forth above.

VACATIONS

a. Both of us shall discuss our vacations, defined as a trip of up to ____ days away from the parent's home, and we agree that the [] Mother [] Father shall have priority for vacation time in even numbered years, and the other parent shall have priority in odd numbered years.

b. [] We agree that the parent's summer vacations have priority over holidays.

c. [] Other priorities: _____

WEEKEND HOLIDAYS: When a holiday falls on a weekend (or the Friday before or the Monday after), the parent with whom the child(ren) is scheduled to be with for that holiday will have the entire weekend unless specifically noted otherwise.

The schedule for the child(ren) for the holidays listed below is as follows:

Holiday	With Mother (Specify) <u>Odd/Even/Every</u>	With Father (Specify) <u>Odd/Even/Every</u>
Martin Luther King Day	_____	_____
President's Day	_____	_____
Easter	_____	_____
Memorial Day	_____	_____
July 4th	_____	_____
Labor Day	_____	_____
Veteran's Day	_____	_____
Thanksgiving Day	_____	_____
Christmas Vacation (1st Part)	_____	_____

4th of July: If it occurs on a Tuesday, Wednesday, or Thursday, we agree that it shall begin on _____ at _____ o'clock __. m. , and end _____ at _____ o'clock __.m.

Thanksgiving: Our child(ren) shall spend Thanksgiving from [] Wednesday or [] _____ after school until [] Friday or [] Sunday at _____ o'clock (a.m.) or (p.m.)

Christmas: Our child(ren) shall divide their Christmas break as follows:

First Part: _____

Second Part: _____

Other: _____

Spring Break: Our child(ren) shall spend *SPRING BREAK from school* with the father in [] odd [] even numbered years and with the mother in [] odd [] even numbered years. We define spring break as the following time period:

Easter: We agree that our child(ren) shall spend Easter [] Sunday [] weekend with the scheduled parent.

[] We agree that our child(ren) shall spend Mother's Day with the mother and Father's Day with the father each year.

[] Special Days:

[] Birthdays: _____

[] Other: _____

III. OTHER ARRANGEMENTS

We recognize decision making is an important part of parenting and we agree that the parent who has the parenting responsibility shall make decisions about their day to day care and control

Policy for changing our shared parenting: We agree to change our parenting time schedule as infrequently as possible. In the event that changes need to be made, we agree to request of each other such change at least _____ days in advance. We understand that requests may need to be refused from time to time. When are child(ren) are sick during a scheduled block of parenting time, and can not be with the other parent, this time will be made up as soon as possible.

[] **Education:** We agree that each of us will communicate with our child(ren)'s schools to remain informed, and attend conferences with our child(ren)'s teachers and counselors. We also agree to share information about our child(ren)'s school progress, behavior and events with each other. Major decisions about education will be made by:
[] Both mother and father [] Mother [] Father.

Health Care: We agree that in emergencies, each parent can consent to emergency medical treatment for our child(ren) as needed. Our intent is to take care of the emergency first and communicate with the other parent as soon as possible. We agree that each parent has the right to the child(ren)'s medical information and records, and we will communicate with each other on major health care for our child(ren)., however major decisions about non-emergency health care will be made be Both mother and father Mother Father. All matters calling for elective surgery, major medical, dental, optical, or orthodontic work shall be discussed and resolved before the work is started.

If we cannot agree on a special medical provider or the reasonableness of costs for a procedure, then the child's normal medical provider shall refer the child to another health provider for consultation or a second opinion about the costs and services. Both parties shall then be bound by the decision of the normal medical provider after he/she considers the opinion of the referring medical provider.

Medical Support Order: Where medical insurance is provided, it is our intent that:

- (1) both parties shall have access to insurance information regarding the child(ren).
- (2) all insurance payments are made/forwarded promptly and directly to health care providers.
- (3) the child(ren) receive health care under an available medical health care plan.
- (4) the court shall retain jurisdiction to amend any order to establish or maintain a Qualified Medical Child Support Order. And further, both parties shall sign any document that provides continuing health care for our child(ren).

Relocation by one parent:

If a move from a current residence will make it unreasonable to continue the custody/visitation schedules, or make it adverse to the best interests of our child(ren):

You must choose one of the next two choices

We each agree to renegotiate a new Parenting Plan Agreement prior to any move from either of our current residences. In case of a move our communication would focus on how we can still be involved as parents in a way that would meet the needs of our child(ren).

-OR-

We each agree that when learning of a move, or likely possibility, that the moving parent shall give written notice to the other parent. Notice shall be given no later than 60 days _____ days before the date of the intended move -OR- within 48 hours of learning of the move if the time period is less than the minimum agreed above. The written notice shall contain:

1. The new address and mailing address, where known
2. Telephone number, if known

3. Date of intended move
 4. Specific reasons for the move
 5. and within _____ days send the other parent a proposed new schedule of visitation.
 6. Other items: _____
-

-AND- (Choose one of the following two choices)

The children shall remain with the parent staying here until this matter is resolved.

-OR-

The children are allowed to move with the parent leaving this area until this matter is resolved. However, the existing visitation schedule shall be honored to the extent possible.

OTHER agreements we have if one parent plans on moving are:

The parent moving shall pay all transportation costs for visitation until an agreement is reached.

We both agree to immediately mediate the issues (See mediation paragraph).

Communication: During the separation from our child(ren), we will maintain frequent contact with them by phone, letter, postcards, video or audio tapes. Each parent shall also respect their child(ren)'s right to privacy to such communication. Neither parent shall read, censor, or otherwise interfere with the other parent's correspondence. Likewise, we will also encourage and help our child(ren) communicate freely with the other parent by phone, letter, etc. We also agree to inform the other parent of the address and telephone number where our child(ren) can be reached anytime they are away from home for longer than 48 hours _____ hours.

The parents shall not use the child(ren) as messengers. Each party shall provide the other parent with the child(ren)'s address and telephone number while in that parent's care.

Safety: We each agree not to compromise the safety of our child(ren). We further agree:

Not to leave our children unattended until they are _____ years old.

Not to operate a vehicle after using alcohol or medication when our children are in the vehicle, or use alcohol carelessly when our child(ren) are in our care.

We agree to provide and use child safety seats for our children under the age of _____ years of age.

Mediation: As our child(ren) grow and change, and our life situations change, we agree to be flexible and cooperative, and communicate so we can continue to meet the needs of

our child(ren). However, in the event that we cannot agree on substantial issues or decisions involving our minor child(ren):

We agree to submit such conflicts to a mediator. If we cannot agree as to a particular mediator, we shall file a motion asking the judge to appoint one. We agree not to submit this matter to the court until we have made all efforts to resolve it through mediation. Each parent shall pay the costs of mediation 50% each in the same percentage as our income compares to the total child support income.

Love and Affection:

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

Readiness:

The child(ren) shall be ready and promptly available for all visits and exchanges. The child(ren) shall be sent with sufficient clean clothing appropriate for ordinary activities.

Interference:

If the child is invited or desires to participate in any activities which may interfere with the other parent's time with the child, neither parent shall encourage, permit, or consent to such activities without first conferring on this matter with the other parent.

Attorney's Fees:

If the court finds that one of the parents is in willful disobedience of an agreed upon provision of this agreement, then the party seeking to enforce that provision may be entitled to costs and reasonable attorney's fees at the discretion of the court.

Waiver of Appearance: (Choose one of the following)

The Defendant waives his/her right to appear in court, present evidence, or present alternative other than have been agreed to in this document, and freely and voluntarily consent to having the court accept this agreement as written and order that it become binding on both parties without his/her appearance before the court.

-OR-

Both Plaintiff and Defendant agree to appear in court at the time the court considers approving this document. Plaintiff agrees to provide the defendant written notice of that hearing.

Complete Agreement:

The parties signing this agreement state that this written agreement contains the entire understanding of both parties and that no other written or verbal agreements have been made.

Voluntary Execution:

The parties acknowledge that they enter into this agreement freely, voluntarily, and without any duress or undue force, pressure or influence, and intending to be bound legally by this agreement.

IN WITNESS WHEREOF: the parties have set their agreement to this document as indicated by their signatures below.

STATE OF IDAHO)
 :SS)
 COUNTY OF BANNOCK)

_____ (Print Name), being first duly sworn on oath, deposes and states: that he/she is the named parent in this matter; that such parent has read the above and foregoing agreement, knows the contents thereof, and agrees that the provisions of this agreement shall be legally binding upon him/her.

(Parent Signature)

SUBSCRIBED AND SWORN before me this ____ day of _____, _____

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

(SEAL)

STATE OF IDAHO)
 :SS)
 COUNTY OF BANNOCK)

_____ (Print Name), being first duly sworn on oath, deposes and states: that he/she is the named parent in this matter; that such parent has read the above and foregoing agreement, knows the contents thereof, and agrees that the provisions of this agreement shall be legally binding upon him/her.

(Parent Signature)

SUBSCRIBED AND SWORN before me this ____ day of _____, _____

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

(SEAL)